

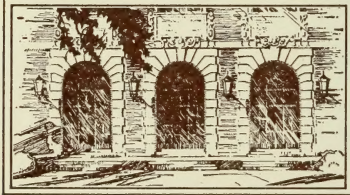
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1896.

PROCEEDINGS

OF THE

BOARD OF TRUSTEES

OF THE

ANITARY DISTRICT OF CHICAGO

From January 1, 1896, to December 31, 1896.

RIALTO BUILDING.

CHICAGO :

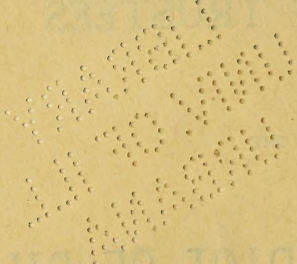
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1897.

1894

PROCEEDINGS

BOARD OF TRUSTEES



MILITARY DISTRICT OF CHICAGO

From January 1, 1894, to December 31, 1894

WALTON B. KIMBLE

205

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1896

REMOTE STORAGE

MEMBERS OF

BOARD OF TRUSTEES

OF THE

SANITARY DISTRICT OF CHICAGO.

For the Years 1896 and 1897.

BOARD OF TRUSTEES.

WILLIAM BOLDENWECK,	-	-	-	-	-	-	1376 N. Clark Street
JOSEPH C. BRADEN,	-	-	-	-	-	-	159 La Salle Street
ZINA R. CARTER,	-	-	-	-	-	-	225 W. Sixteenth Street
BERNARD A. ECKHART,	-	-	-	-	-	-	66 N. Canal Street
ALEXANDER J. JONES,	-	-	-	-	-	-	416 Roanoke Building
THOMAS KELLY,	-	-	-	-	-	-	412 N. Y. Life Building
JAMES P. MALLETTE,	-	-	-	-	-	-	409 Rookery Building
THOMAS A. SMYTH,	-	-	-	-	-	-	803 Jackson Boulevard
FRANK WENTER,	-	-	-	-	-	-	115 W. Fourteenth Street

OFFICERS.

THOMAS KELLY,	-	-	-	-	-	-	President of the Board
JAMES REDDICK,	-	-	-	-	-	-	Clerk of the District
FRED M. BLOUNT,	-	-	-	-	-	-	Treasurer of the District
ISHAM RANDOLPH,	-	-	-	-	-	-	Chief Engineer of the District
WILLARD M. McEWEN,	-	-	-	-	-	-	Attorney of the District

OFFICES OF THE DISTRICT, RIALTO BUILDING.

122299

COMMITTEES FOR 1896-7.

JUDICIARY.

JAMES P. MALLETT, Chairman.

ALEXANDER J. JONES,

JOSEPH C. BRADEN.

FINANCE.

FRANK WENTER, Chairman.

ZINA R. CARTER.

THOMAS A. SMYTH.

ENGINEERING.

JOSEPH C. BRADEN, Chairman.

ALEXANDER J. JONES,

WILLIAM BOLDENWECK,

ZINA R. CARTER,

BERNARD A. ECKHART,

JAMES P. MALLETT,

THOMAS A. SMYTH,

FRANK WENTER,

THE PRESIDENT.

FEDERAL RELATIONS.

ZINA R. CARTER, Chairman.

ALEXANDER J. JONES,

WILLIAM BOLDENWECK,

BERNARD A. ECKHART,

JAMES P. MALLETT.

LABOR.

BERNARD A. ECKHART, Chairman.

WILLIAM BOLDENWECK,

FRANK WENTER.

HEALTH AND PUBLIC ORDER.

WILLIAM BOLDENWECK, Chairman.

JOSEPH C. BRADEN,

THOMAS A. SMYTH.

RULES.

THE PRESIDENT, Chairman.

ALEXANDER J. JONES,

BERNARD A. ECKHART.

REGULAR MEETINGS.

The Board of Trustees meets every Wednesday at 1:30 o'clock P. M., except from May 1 to October 1, when the Board meets on the second and fourth Wednesdays of each month at the same hour.

ALL COMMITTEES SUBJECT TO CALL OF CHAIRMAN.

COMPLETE LIST OF MEMBERS OF BOARD OF TRUSTEES.

JOHN J. ALTPETER	-	-	Elected December 12, 1889; served to December 2, 1895
ARNOLD P. GILMORE	-		Elected December 12, 1889; served to December 2, 1895
RICHARD PRENDERGAST	-		Elected December 12, 1889; served to December 2, 1895
WILLIAM H. RUSSELL	-		Elected December 12, 1889; served to December 2, 1895
FRANK WENTER	-	-	Elected December 12, 1889; served to December 2, 1895
CHRISTOPH HOTZ	-	-	- Elected December 12, 1889; resigned January 16, 1892
JOHN A. KING	-	-	- Elected December 12, 1889; resigned July 22, 1891
MURRY NELSON	-	-	- Elected December 12, 1889; resigned June 19, 1891
HENRY J. WILLING	-	-	Elected December 12, 1889; resigned September 23, 1891
WILLIAM BOLDENWECK	-	-	- Elected to fill vacancy, November 3, 1891
LYMAN E. COOLEY	-	-	- Elected to fill vacancy, November 3, 1891
BERNARD A. ECKHART	-	-	- Elected to fill vacancy, November 3, 1891
THOMAS KELLY	-	-	- Elected to fill vacancy, November 8, 1892
WILLIAM BOLDENWECK	-	-	- Re-elected November 5, 1895
JOSEPH C. BRADEN	-	-	- Elected November 5, 1895
ZINA R. CARTER	-	-	- Elected November 5, 1895
BERNARD A. ECKHART	-	-	- Re-elected November 5, 1895
ALEXANDER J. JONES	-	-	- Elected November 5, 1895
THOMAS KELLY	-	-	- Re-elected November 5, 1895
JAMES P. MALLETTE	-	-	- Elected November 5, 1895
THOMAS A. SMYTH	-	-	- Elected November 5, 1895
FRANK WENTER	-	-	- Re-elected November 5, 1895

COMPLETE LIST OF OFFICERS OF DISTRICT

PRESIDENT

MURRY NELSON	-	-	-	Elected February 1, 1890 ; served to December 2,
RICHARD PRENDERGAST	-			Elected December 2, 1890 ; served to December 8, 18
FRANK WENTER	-			Elected December 8, 1891 ; served to December 3, 1895
BERNARD A. ECKHART	-			Elected December 3, 1895 ; served to December 8, 1896
THOMAS KELLY	-	-	-	Elected December 8, 1896

CLERK

AUSTIN J. DOYLE	-	-	-	Elected February 1, 1890 ; resigned June 25, 1890
THOMAS F. JUDGE	-	-	-	Elected July 12, 1890 ; resigned January 1, 1896
JAMES REDDICK	-	-	-	Elected January 1, 1896

TREASURER

BYRON L. SMITH	-	-	-	Elected February 1, 1890 ; resigned January 15, 1892
MELVILLE E. STONE	-	-		Elected January 23, 1892 ; served to December 2, 1896
FRED M. BLOUNT	-	-	-	Elected December 2, 1896

CHIEF ENGINEER

LYMAN E. COOLEY	-	-	-	Elected February 1, 1890 ; resigned December 10, 1890
WILLIAM E. WORTHEN	-	-		Elected December 17, 1890 ; resigned April 21, 1891
SAMUEL G. ARTINGSTALL	-	-		Elected May 9, 1891 ; resigned January 16, 1892
BENEZETTE WILLIAMS	-	-	-	Elected January 16, 1892 ; resigned June 7, 1893
ISHAM RANDOLPH	-	-	-	Elected June 7, 1893

ATTORNEY

GEORGE W. SMITH	-	-	-	Elected July 12, 1890 ; resigned April 25, 1891
ADAMS A. GOODRICH	-	-	-	Elected June 13, 1891 ; resigned February 23, 1892
ORRIN N. CARTER	-	-	-	Elected February 24, 1892 ; resigned August 15, 1894
GEORGE E. DAWSON	-	-	-	Elected August 15, 1894 ; resigned January 1, 1896
CHARLES S. DENEEN	-	-		Elected January 1, 1896 ; resigned April 1, 1896
WILLARD M. McEWEN	-	-	-	Elected April 1, 1896

SANITARY DISTRICT OF CHICAGO.

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PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

JANUARY 1 AND 3, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The two hundred and ninety-sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, January 1, 1896, at 1:30 o'clock P. M.

In the absence of the President, the Clerk called the Board to order.

On roll call there were no members of the Board present.

At 2 o'clock P. M., there being still no members of the Board present, and consequently no quorum, the Board stood adjourned.

JAS. REDDICK,
Clerk.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees of
the Sanitary District of Chicago.)*

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Friday, January 3, 1896, at 1:30 o'clock P. M., pursuant to call.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9) members, were present.

CALL FOR MEETING.

The Clerk then read the call for and special meeting, which is as follows: uring

"CHICAGO, Dec. 30, 1895.

Mr. Thomas F. Judge, Clerk of the Sanitary District of Chicago:

DEAR SIR—Please issue call for a special meeting of the Board of Trustees of the Sanitary District of Chicago, to be held in their rooms, Rialto Building, Friday, January 3, 1896, at 1:30 o'clock P. M. sharp; said special meeting being called for the approval of vouchers, action on the report of the Joint Committee on Engineering and Finance with reference to awarding the contract for the Regulating Works at Lockport, and for

the transaction of such other business as may come before the meeting.

Yours truly,

(Signed) B. A. ECKHART,
President."

MINUTES.

The minutes of the regular meeting held December 18, 1895; of the adjourned session of the same regular meeting, held December 24, 1895, and of the regular meeting held December 25, 1895, were approved as printed, on motion of Mr. Wenter, seconded by Mr. Carter.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department, Chief Engineer's roll (December, 1895)...	\$1,441 66	
Engineering Department, Division of Construction (December, 1895)	5,211 80	
Engineering Department, Division of Drafting and Designing (December, 1895).....	2,623 30	
Engineering Department, Division of Records (December, 1895)....	863 00	
Engineering Department, Special Service roll (December, 1895).....	1,803 20	
Engineering Department, Discharged Men's roll (December, 1895)...	1,121 32	
		\$ 13,064 28
Clerical Department, Clerk's roll (December, 1895).....		891 67
Law Department, Attorney's roll (December, 1895).....	\$1,288 32	
Law Department, Joliet roll (December, 1895).....	458 34	
		1,746 66
Treasury Department, Treasurer's roll (December, 1895).....		166 66
General Account, General roll (December, 1895).....	\$ 50 00	
General Account, Towpath roll (December, 1895).....	137 50	
General Account, Trustees' roll (December, 1895).....	2,177 75	
		2,365 25
Police Department, Marshal's roll (December, 1895).....		3,796 65
Total.....		\$ 22,031 17

ENGINEERING DEPARTMENT.

Keuffel & Esser Co. (drafting material).....	\$ 29 41
Standard Oil Company, (kerosene).....	5 10
New York Aristotype Company, (photo supplies).....	2 25
Treleaven Optical Company, (photo supplies).....	1 70
Geo. B. Carpenter & Co. (rope).....	2 17
John A. Roeblings' Sons Co. (sash cord).....	11 00
Vilas Bros. (white lead).....	3 00
Chicago Edison Company, (lamps).....	2 70
W. H. Salisbury & Co., (mitts, etc.).....	7 05
Henry Gebhardt, (shelving).....	2 17
R. Seelig, (repairing level, etc.).....	5 60
W. C. Potter, (repairing timers, etc.).....	30 75
Orne Electric Construction Company, (repairing buzzers).....	2 25
Waukesha Hygeia Mineral Springs Company, (water).....	7 50
Ebin J. Ward, (traveling and expense).....	12 70
L. Cooley, (traveling and expense).....	7 14
T. Keating, (emergency expense).....	34 50
	\$ 166 99

CLERICAL DEPARTMENT.

Warner's Towel Supply, (toweling).....	\$ 2 00	
C. S. Austin, (ice).....	3 00	
		\$ 5 00

LAW DEPARTMENT.

Joseph Donnersberger, (Expert—Right of way services, December, 1895).....	\$ 300 00	
John P. Wilson, (General Counsel, legal services to December 31, 1895)	1,250 00	
J. F. Snyder, (Du Page County Attorney— <i>Final</i>).....	100 00	
A. H. Wiant, Recorder, (recorder's fees).....	4 50	
Western Bank Note and Engraving Company, (envelopes).....	10 00	
<i>Chicago Daily Law Bulletin</i> , (subscription).....	3 00	
West Publishing Company, (subscription <i>N. E. Reporter</i>).....	5 00	
Warner's Towel Supply, (toweling).....	1 50	
C. S. Austin, (ice).....	3 00	
Geo. E. Dawson, (expense).....	4 75	
		\$ 1,681 75

GENERAL ACCOUNT.

John F. Higgins, (printing proceedings, December, 1895).....	\$.181 53
--	------------

POLICE DEPARTMENT.

Edward Williams, (expense).....	\$ 65 25
Grand total.....	\$ 24.131 69

Mr. Boldenweck, seconded by Mr. Mallette, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition:

No. 805, Law Department (sun-dry supplies).....	\$100 64
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Mr. Boldenweck, seconded by Mr. Mallette, moved that Requisition No. 805, for the Law Department, as read and shown above, be referred to the Committee on Judiciary.

The motion prevailed unanimously, and Requisition No. 805, for the Law Department, as read and shown above, was so referred.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the

Clerical Department for the month of December, 1895.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, December 31, 1895.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of and charged to the Clerical Department during the month of December, 1895, was \$906.67, divided as follows:

Salaries	\$ 891 67
Stationery.....	10 00
General expenses.....	5 00
Total.....	\$ 906 67

There are no outstanding liabilities, and the expenses for the present month will, from present indications, be about \$950.

The total amount expended and charged to the General Account during

the month of December, 1895, was \$3,-825.05, divided as follows:

Salaries.....	\$2,909 16
Printing.....	157 46
Advertising.....	120 80
Tablet expenses on Section 10....	196 46
Proceedings of Cleveland Deep Waterways Convention.....	300 00
General expenses.....	141 17
Total.....	<u>\$3,825 05</u>

There are no outstanding liabilities against the General Account, and the expenses for the present month will be about \$4,000.

During the month of December, 1895, there were regular warrants authorized and drawn against the various accounts for \$763,678.26, as follows:

Engineering Department.....	\$ 15,232 83
Clerical Department.....	906 67
Law Department.....	2,095 57
Treasury Department.....	177 62
General Account.....	3,825 05
Engineering Department (Con- struction Account).....	153,816 56
Police Department.....	5,123 96
Bond Account.....	350,000 00
Bond Interest and Premium Account.....	232,500 00
Total.....	<u>\$763,678 26</u>

As directed by your Honorable Body at the meetings held October 9 and December 11, 1895, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of December, 1895, were paid in tax levy warrants, with six (6) per cent interest coupons attached, drawn against the tax levy for 1895, as follows:

Engineering Department (Con- struction Account), tax levy warrants.....	\$ 296,775 22
Which, added to the cash ex- penditures for the month....	<u>763,678 26</u>
Makes a total expenditure for the month of.....	<u>\$1,060,453 48</u>

The total of tax levy warrants issued to December 31, 1895, has been \$1,278,-154.53.

Of the balance of the \$1,000,000 appropriated for the payment of District bonds and interest on bonds and tax levy warrants, there were expenditures during December, 1895, to the amount of \$582,-

500, leaving the unexpended balance of the appropriation \$272,500.

Respectfully submitted,
(Signed) THOS. F. JUDGE,
Clerk."

ANNUAL REPORT FROM CLERICAL DEPARTMENT FOR 1895.

The Clerk presented the annual report from the Clerical Department (accompanied by five (5) tables) for the year ending December 31, 1895; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be ordered printed and referred to the Committee on Finance.

The motion prevailed unanimously, and the report (with accompanying tables) was ordered printed and so referred.

The following is

THE REPORT, ACCOMPANIED BY TABLES:

"CHICAGO, Dec. 31, 1895.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith submit, in accordance with the rules of your Honorable Body, the Annual Report of this Department for the year ending December 31, 1895.

During the year there were issued and delivered the fourth issue of bonds of the District, in the sum of \$4,000,000, of 4½ per cent Currency Bonds, making the total issue to date, \$12,000,000, of which at this time \$950,000 has been retired.

The entire fourth issue of \$4,000,000 of 4½ per cent bonds was sold to the New York Life Insurance Company on January 11, 1895, and were delivered and paid for during the following month.

On December 26, 1894, bids were asked for the purchase of \$4,000,000 of bonds, alternative tenders for 4½ and 5 per cent Currency, and 4½ and 5 per cent Gold Bonds being requested, the bonds to be dated February 1, 1895, and interest being payable in January and July of each year. On January 9, 1895, eight (8) bids, all being above par, were opened for said proposed issues.

After a careful consideration, the Board decided to accept the bid of the New York Life Insurance Company, the highest bidders, for 4½ per cent Currency Bonds, with premium bid of \$20,000, or 100½

On February 5, 1895, I delivered the entire completed issue of \$4,000,000 of bonds to the Treasurer, and the same were immediately thereafter paid for and delivered to the purchaser.

During the year, there was paid as interest on outstanding bonds the sum of \$543,750, the same being \$90,000 of the first issue, \$142,500 of the second issue, \$146,250 of the third issue, and \$165,000 of the fourth issue. There were also paid and cancelled during the year \$600,000 of bonds, being \$100,000 of the first issue, \$150,000 of the second issue, \$150,000 of the third issue and \$200,000 of the fourth issue.

The tax levy of 1894 brought in a net total of \$1,173,750.05, including a small balance collected from back taxes, etc., of \$1,090.57. The tax levy of 1895 will yield the District at least three times the above sum, or about \$3,500,000 on the present low valuation, the increased returns being due to the three years' increase in the rate of taxation, allowed by the last Legislature.

During the year there was received as interest on balances of the District funds the sum of \$48,093.13, making a total to December 31, 1895, from this source of \$179,031.80.

During 1895, there was expended on Construction the sum of \$5,807,419.51, the largest amount expended in any year so far, bringing the total expended up to date for Construction, to \$12,914,755.89.

On October 9, 1895, special warrants, drawn against the tax levy of 1895, with 6 per cent interest coupons attached, were directed issued in payment of the contractor's estimates, and the same have been taken by the banks. A portion of the issue—which up to December 31, 1895, amounts in total to \$1,278,154.53—is now being purchased from the contractors, by the Illinois Trust and Savings Bank, up to the sum of \$1,000,000, under an agreement, dated December 11, 1895 (page 3020 of the Proceedings).

On October 9, 1895, there was also appropriated \$1,000,000 from the current funds of

the District for the payment of bonds and interest on bonds and tax levy warrants, of which \$1,000,000 the sum of \$727,500 has already been paid, leaving a balance of said appropriation unexpended of \$272,500.

The right of way purchased during the year cost the District \$117,437.47, making the total expenditure on this account \$2,524,599.10, against which there have been receipts from warrants returned to the amount of \$45,480.03.

The total receipts of the District from organization to December 31, 1895, have been \$19,319,033.87, and for the last year, \$6,537,808.16. The total expenditures to December 31, 1895, have been \$18,879,392.02, those for the last year being \$7,400,752.34, leaving a balance on hand of \$439,641.85, \$272,500 of which is appropriated, leaving the net available cash \$167,141.85.

I estimate the expenses on account of the Clerical Department and General Account during the year to be under the sums of \$11,000 and \$60,000 respectively.

In the five (5) tables attached hereto will be found an account by months and funds of the receipts and disbursements during the past year and a summary of the same, and also a summary of the total receipts and expenditures of the District by years and funds, from February 1, 1890, to and including December 31, 1895.

In retiring from the office of Clerk, after a service extending over five and one-half years, I wish to express to the members of the Board and to those officers with whom I have served, my appreciation of favors extended my Department, to congratulate the Board on the excellent progress which the project has made, nearly four-fifths of the original work being completed, and to trust that in the future the results will be as creditable and successful.

Respectfully submitted,

(Signed) THOS. F. JUDGE,
Clerk."

(Accompanied by five (5) tables.)

CLERK'S FINANCIAL STATEMENT.

RECEIPTS AND EXPENDITURES—SANITARY DISTRICT OF CHICAGO—1895.

Receipts.

Balance on hand January 1, 1895.....	\$1,302,586 03
Engineering Department (sale of machinery, Emergency Funds returned, etc.).....	\$ 631 08
Engineering Department—Construction Account (Emergency Fund returned, etc.).....	1,513 98
Tax Account (taxes 1894, etc.).....	1,173,750 05
Bond Account (sale of bonds).....	4,000,000 00
Bond Interest and Premium Account (sale of bonds).....	22,095 89
Law Department (Emergency Fund returned, etc.).....	1,500 00
Law Department—Land Account (sale of Allen ice house and part of deposit for Sag Island case returned).....	10,175 00
Interest Account (bank balances).....	48,093 13
General Account (rent, telephone service, etc.).....	1,844 50
Tax Levy of 1895 (Construction Warrants drawn against Tax Levy of 1895).....	1,278,154 53
Total.....	\$6,537,808 16
Grand total.....	\$7,840,394 19

Expenditures.

Engineering Department.....	\$ 175,307 46
†Engineering Department—Construction Account.....	5,807,419 51
Clerical Department.....	10,956 78
Treasury Department.....	2,051 21
Law Department.....	40,045 48
Law Department—Land Account.....	117,437 47
General Account.....	55,900 07
Bond Account.....	600,000 00
Bond Interest and Premium Account.....	543,750 00
Police Department.....	47,884 36
Total.....	\$7,400,752 34
*Balance on hand December 31, 1895.....	439,641 85
<i>of which \$272,500 is the unexpended balance of the appropriation of \$1,000,000, which leaves the net available balance at this date, \$167,141.85</i>	
Grand total.....	\$7,840,394 19

NOTES—

†Of this amount the sum of \$1,278,154.53 was paid by warrants (with six per cent (6%) interest coupons attached) drawn against the Tax Levy of 1895.

*There are outstanding warrants reported unpaid by the Treasurer to the amount of... \$ 528 71
Which added to the above balance of... 439,641 85

Shows the Treasurer's balance of... \$ 440,170 56

There is also an Emergency Fund in the hands of the Chief Engineer,
Engineering Department..... \$ 3,000 00

RECEIPTS—SANITARY DISTRICT OF CHICAGO—FROM JANUARY 1, 1895, TO DECEMBER 31, 1895.

MONTHS—1895.	Eng. Dept.	Eng. Dept. Construction Account.	Tax Account.	Bond Account.	Bond Int. and Prem.Acct.	Law Dept.	Law Dept. Land Account.	Interest Account.	General Account.	Tax Levy, 1895.	Totals.
January.....								\$ 1,771 31			\$ 1,771 31
February.....	\$ 100 00			\$ 4,000,000 00	\$ 22,095 89			6,067 46			4,028,263 35
March.....			\$ 108,712 74					7,463 69			116,178 43
April.....			235,979 06					7,198 21			243,251 27
May.....			63,506 93					6,257 76	\$ 74 00		70,004 69
June.....			100,000 00					5,210 55	300 00		105,385 55
July.....			50,000 00				\$ 175 00	3,767 12			53,862 12
August.....			50,000 00					2,962 85	95 00		53,957 85
September.....			200,000 00					1,915 34			201,915 34
October.....			100,000 00					1,915 34	10 00		101,925 34
November.....			200,000 00					1,983 80		\$ 746,917 73	918,917 63
December.....			50,000 00					1,823 80	1,365 50	\$ 294,461 58	287,670 88
Totals.....		\$ 681 08	\$ 1,173,750 05	\$ 4,000,000 00	\$ 22,095 89	\$ 1,560 00	\$ 10,000 00	\$ 48,003 13	\$ 1,844 50	\$ 1,278,154 53	\$ 6,537,808 16

CHICAGO, January 1, 1896.

(Signed)

THOS. F. JUDGE, Clerk of the Sanitary District of Chicago.

EXPENDITURES—SANITARY DISTRICT OF CHICAGO—FROM JANUARY 1, 1895, TO DECEMBER 31, 1895.

MONTHS—1895.	Eng. Dept.	Eng. Construction Account.	Clerical Dept.	Treas. Dept.	Law Dept.	Law Land Account.	General Account.	Bond Account.	Bond Int. and Prem.Acct.	Police Dept.	Totals.
January.....	\$ 1,354 32	\$ 518,247 63	\$ 935 67	\$ 166 67	\$ 3,958 95	\$ 21,665 50	\$ 6,189 61	.....	.....	\$ 637 40	\$ 553,156 75
February.....	17,159 52	262,726 24	929 17	179 92	3,092 28	.....	6,744 05	.....	.....	4,473 55	295,304 73
March.....	12,267 65	271,143 04	946 11	188 66	3,784 55	.....	2,936 10	.....	.....	4,362 49	295,508 60
April.....	12,540 41	496,591 98	896 17	171 66	3,361 93	23,658 00	5,571 57	\$ 45,000 00	.....	3,941 77	591,723 49
May.....	14,199 75	620,545 36	897 17	166 67	2,836 45	2,690 00	3,410 51	.....	.....	4,010 96	648,756 87
June.....	16,184 16	624,759 77	900 42	166 66	4,011 87	107 75	3,319 01	\$150,000 00	221,250 00	4,016 20	1,024,715 84
July.....	16,511 16	638,071 63	896 67	166 67	3,851 81	38,696 58	4,849 50	.....	.....	4,244 79	707,288 81
August.....	17,027 26	645,767 00	900 42	166 67	2,123 47	.....	4,115 34	.....	.....	3,926 63	674,026 79
September.....	17,176 42	297,595 77	938 97	166 67	4,860 15	10,500 00	4,154 66	.....	.....	4,185 47	339,578 11
October.....	18,116 66	*746,917 73	896 67	166 67	3,743 95	20,118 64	6,133 56	100,000 00	45,000 00	4,504 42	945,598 30
November.....	17,587 32	*234,461 58	912 67	166 67	2,324 50	.....	4,651 11	.....	.....	4,516 72	264,570 57
December.....	15,232 83	*450,591 78	9 6 67	177 92	2,093 57	.....	3,835 05	350,000 00	292,500 00	5,123 96	1,000,453 48
Totals.....	\$175,397 46	\$ 5,867,419 51	\$ 10,956 78	\$ 2,051 21	\$ 40,045 48	\$ 117,437 47	\$ 55,900 07	\$600,000 00	\$543,750 00	\$ 47,884 36	\$ 7,400,732 34

* Beginning with October, no Regular Warrants (except during December) drawn on the Treasurer against the current funds of the District were paid on the Construction Account, but under orders of the Board of October 9 and December 11, 1895, Warrants with 6 per cent interest coupons attached, were issued against the Tax Levy of 1895, and delivered to contractors in payment of their estimates, as follows: and at the same meeting there was appropriated \$1,000,000 for the payment of Bonds, Interest on Bonds and Tax Levy Warrants, which now stands as follows:

Tax Levy (1895) Warrants—

October.....	\$ 746,917 73	Appropriation for Bonds and Interest on Bonds and Warrants.....	\$ 1,000,000 00
November.....	234,461 58	Paid from said Appropriation { Oct., \$145,000 00	
December.....	296,775 22	Dec. 582,500 00	
Total.....	\$ 1,278,154 53		
Cash paid during year 1895.....	4,529,264 98	Balance of Appropriation unexpended.....	\$ 272,500 00
Total, Construction Account 1895.....	\$ 5,897,419 51		

CHICAGO, January 1, 1896. (Signed) THOS. F. JUDGE, Clerk of the Sanitary District of Chicago.

TOTAL RECEIPTS OF SANITARY DISTRICT OF CHICAGO FROM FEBRUARY 1, 1890, TO DECEMBER 31, 1895.

YEAR.	Engineering Dept.	Eng. Dept.—Construction Acct.	Loans.	Tax Account.	Bond Account.	Bond Interest and Premium Acct.	Law Department.	Law Dept.—Land Acct.	Interest Account.	General Account.	Tax Levy of 1895.	Annual Totals.
1890.....			\$75,000 00						\$ 100 85			\$ 75,100 85
1891.....	\$1,583 33		25,000 00	\$ 957,260 78					6,053 79			980,897 90
1892.....	348 00			1,022,349 75	\$1,010,000 00	\$17,240 03		\$1,176 50	26,029 18	\$ 20 00		2,077,161 06
1893.....	1,284 74			1,167,097 26	990,000 00	25,920 33		2,445 65	51,636 99	1,320 00		2,239,694 97
1894.....	364 00	\$80,041 60		1,148,667 21	6,000,000 00	84,778 38	\$1,790 00	31,682 88	47,127 86	4,976 00		7,990,367 43
1895.....	681 08	1,513 98		1,173,750 05	4,000,000 00	22,065 89	1,500 00	10,175 00	48,093 13	1,844 50	\$1,278,154 33	6,537,808 16
Totals....	\$4,261 15	\$81,555 58	\$100,000 00	\$5,469,065 05	\$12,000,000 00	\$150,035 23	\$3,290 00	\$45,480 03	\$179,031 80	\$8,160 50	\$1,278,154 33	\$19,319,433 87

TOTAL EXPENDITURES OF SANITARY DISTRICT OF CHICAGO FROM FEBRUARY 1, 1890, TO DECEMBER 31, 1895.

YEAR.	Engineering Dept.	Eng. Dept.—Construction Acct.	Clerical Department.	Treasury Dept.	Interest on Loans	Loans.	Law Department.	Law Dept.—Land Acct.	General Account.	Bond Account.	Bond Int. and Premium Acct.	Police Dept.	Annual Totals.
1890.....	\$ 61,407 93		\$ 2,912 81	\$ 96 00					\$ 3,232 59				\$ 67,649 33
1891.....	65,999 07		8,818 97		\$2,163 52	\$100,000 00	\$ 33,220 72		57,956 44				268,158 72
1892.....	132,621 12	\$ 151,371 97	7,730 02	1,880 26			39,567 37	\$ 587,972 13	41,136 13				962,269 00
1893.....	154,631 54	2,697,816 44	9,180 32	2,019 50			60,754 25	1,293,687 76	50,189 26	\$100,000 00	\$100,000 00	\$20,148 71	3,888,427 78
1894.....	185,496 80	4,858,147-97	10,829 94	2,053 40			45,502 80	525,501 74	55,918 65	250,000 00	307,500 00	51,184 05	6,292,134 85
1895.....	175,307 46	5,807,419 51	10,056 78	2,051 21			40,045 48	117,437 47	55,900 07	600,000 00	543,750 00	47,884 36	7,400,752 34
Totals....	\$775,463 42	\$12,914,755 89	\$50,428 84	\$8,100 37	\$2,163 52	\$100,000 00	\$219,090 62	\$2,524,599 10	\$264,323 14	\$950,000 00	\$951,250 00	119,217 12	\$18,879,392 62
Balance on hand December 31, 1895, (including the sum of \$272,500, appropriated for the payment of Bonds, Interest on Bonds and Tax Warrants).....													\$ 439,611 85
Grand Total.....													\$19,319,033 87

Chicago, January 1, 1896.

(Signed)

Thos. F. Judge, Clerk of the Sanitary District of Chicago.

APPOINTMENT OF ASSISTANT CLERK.

The Clerk presented a report, nominating Mr. Thomas S. Bell for the position of Assistant Clerk, vice Mr. John M. Duffy, resigned, and asking that the nomination be confirmed; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed and placed on file, and the nomination of Mr. Thomas S. Bell, as Assistant Clerk, as provided therein, confirmed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, and the nomination of Mr. Thomas S. Bell, as Assistant Clerk, as provided therein, confirmed.

The following is

THE REPORT:

“CHICAGO, Jan. 3, 1896.

To the Honorable the Board of Trustees, of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit the name of Thomas S. Bell, as Assistant Clerk, to fill the vacancy caused by the resignation of John M. Duffy, and respectfully ask your concurrence in the same, as provided by Rule 21 of the Rules of the Board of Trustees.

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.”

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of December, 1895.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, Dec. 31st, 1895.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I submit herewith the monthly report for December, 1895.

The total amount paid out by this Department during the month is as follows:

SALARIES.

Attorneys.....	\$ 1,366 67	
Office force.....	255 00	
		<hr/> \$1,621 67

GENERAL EXPENSES.

Court costs.	\$ 35 00	
Right of way.....	425 00	
Expense account...	10 25	
Printing and stationery	3 65	
		<hr/> \$ 473 90

LAND ACCOUNT.

Right of way (for which deeds have passed).....	<hr/> \$5,250 00
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Total.....	<hr/> \$7,345 57
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An agreement between the Illinois Trust and Savings Bank and the District for the purchase by it from contractors of warrants of the District drawn against the tax levy of 1895 to the amount of \$1,000,000 was prepared by this department.

The argument of the demurrer filed by the District to the bill in Chancery of Guilford vs. Agnew & Co., the Sanitary District et al., came up before his honor, Judge Horton, and the demurrer was sustained, complainant being allowed ten days within which to amend his bill.

The closing up, so far as possible, of unfinished business, the preparation of the annual report and routine work have occupied the Department during the month.

Respectfully submitted,

(Signed) GEO. E. DAWSON,
Attorney.”

ANNUAL REPORT FROM LAW DEPARTMENT FOR 1895.

The Clerk presented the annual report of the Law Department for the year ending December 31, 1895; and the report was read.

Mr. Jones, seconded by Mr. Kelly, moved that the report be ordered printed and referred to the Committee on Judiciary.

The motion prevailed unanimously, and the report was ordered printed and so referred.

The following is

THE REPORT:

“CHICAGO, Dec. 26, 1895.

*To the Honorable the Board of Trustees of
the Sanitary District of Chicago:*

GENTLEMEN—In accordance with the rules of your Honorable Body, I have the honor to submit herewith the annual report of this Department for the year ending December 31st, 1895.

Since this District is a municipal corporation which can act only through its Board of Trustees and their duly authorized officers, which action is expressed in a formal manner, it necessarily results that most of the business of the Board at some stage, either of inception, execution or completion, must receive attention from this Department. It would, therefore, be impossible to give a detailed statement of the work of the Department during the year, without, in a measure, recounting the transactions of the Board of Trustees during that period. I shall, therefore, only attempt in this report to set forth in general terms the more important subjects which have received the attention of the Department since my last annual report.

The Contracts.

The condition of the contracts for the excavation of the various contract sections of the Main Channel on January 1, 1895, was as follows:

Previous to that date, during a period of three years, the District had entered into twenty-nine separate contracts for as many sections of the work. Nine of these had passed out of the hands of the original contractors, either by assignments or by forfeiture and reletting. One other section was forfeited towards the close of 1894, and the contract for the completion of the work thereon was let during January, 1895.

In May, 1894, pursuant to a recommendation of the Chief Engineer, retaining walls to be laid in cement were substituted for dry rubble walls for those sections upon which retaining walls were needed. This necessitated reaching agreements with the different contractors as to prices for cement wall. Several of the sections were adjusted at the time they passed out of the hands of the original contractors, and others subsequently, so that at the beginning of the current year only three sections remained

upon which the question of retaining walls was not settled. Two of these, after much discussion and negotiation, were finally arranged for, but no agreement could be reached for the walls on Section 14. The excavation is now about completed, so that the District must face the question as to whether the contractors have been in any way damaged by the change of plan which has resulted in no wall being built.

From various causes, in most cases not chargeable to any failure on their part, several of the contractors deemed it expedient to ask for extensions of the time within which to complete their contracts, and these have been granted and agreements drawn up accordingly, so that about one-third of the contracts will end December 1, 1896, instead of May 1st.

In regard to the contracts as a whole, the unadjusted matters of importance relate mainly to cases of forfeiture.

Sections 1, E and F were taken from the original contractors under the terms of the contracts. The prices for the completion of Sections 1 and F were higher than those fixed in the original contracts, and hence at the completion of same the increased cost of the work occasioned by the failure to carry out the original contracts may be charged up to said original contractors and their bondsmen. Suits are, however, pending in which the contractors for each of these sections ask for relief. As to Section E, the aggregate of the prices for the completion of the work is less than in the original contract. There are very few pending claims in connection with contracts. Most of the questions arising have been settled as they came up.

Right of Way.

The acquisitions of right of way during the year have been mainly in Will County, about 208.34 acres having been acquired either by purchase or condemnation. A sharply contested suit for about 130 acres belonging to Michael Loughran resulted in a verdict which was not satisfactory to the District. An appeal was taken to the March term of the Supreme Court, but a decision has not yet been announced.

Another hotly contested suit was that of the District against Carl Moll and John A. Lomax involving the greater part of what is known as Sag Island in Du Page County. The suit had previously been tried in Du

Page County, an appeal taken to the Supreme Court, the cause reversed and remanded for new trial, a change of venue taken to Will County and there tried again. The whole land has finally been obtained.

With the exception of lands connected with railroad rights of way all lands required by the District in Cook and Du Page Counties have been obtained. A few pieces yet remain between Lockport and Joliet which have not been settled for and the entire question of land acquisition in Joliet is open, as plans have not yet been sufficiently matured to determine whether any will be needed there.

Resources of the District.

Toward the close of the year 1894 it became clearly apparent to your Honorable Body that some means of increasing the financial resources of the District must be devised. The outlay of the District was more than \$500,000 per month. It was readily perceived that the District could not long continue this rate of expenditure without some addition to its resources. I was directed by the Finance Committee to consider the possible means of increasing the revenue. After a careful review of the alternative means of adding to the revenue of the District, the conclusion was reached that the only method which would give the desired relief in time, was to apply to the Legislature for increased power of taxation. The entire situation was set out in a report of the Committee on Finance, February 6, 1895. Pursuant to the suggestions there made, a special committee took the matter in charge and secured the necessary legislation. Owing, however, to our defective revenue system, which provides for the collection of a tax after a great part of the expense for the year for which it is levied has been incurred, it was found necessary to issue warrants drawn upon the tax levy of 1895 in anticipation of its collection.

The entire question of the legal position of the District with respect to the issue of its warrants was gone over by this Department. The conclusions reached were adopted by your Honorable Body as a basis for action, and warrants were issued and are now being issued pursuant thereto.

Railway and Street Crossings.

Though the contracts of the District provide that contractors are not to in-

terfere with any railway or public road until proper provisions have been made by the Sanitary District for the accommodation of traffic thereon, yet it has always been considered that steps should be taken by the District within a reasonable time to secure the right of making such crossings. Accordingly the matter of railway crossings was taken up early in the year. An agreement was reached in August with the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company, covering all points which are likely to arise between the District and that railway. In September agreements on the same basis were reached with the Chicago and Northern Pacific Railroad Company and with the Union Stock Yard and Transit Company. These three companies with their eight tracks form what is known as the Campbell Avenue Crossing.

The District also made an agreement with the Chicago West Park Commissioners for the crossing of Southwest boulevard and procured an ordinance of the city permitting the cutting across Western avenue.

The negotiations leading up to these various settlements as well as the preparation of the papers and the consideration of the legal questions involved necessarily occupied much of the time of the department.

In addition to these crossings a satisfactory agreement has been perfected with the Elgin, Joliet and Eastern Railway Company by which the District acquired a small amount of land, the abandonment by the railway company of an old right of way and bridge across the Desplaines River and the permission to send an increased flow of water over the right of way of the railway company.

Liquor Traffic.

The maximum of expenditure for the work of excavation upon the Main Channel was reached during the past summer. This means also that the largest number of men was then employed and the number of persons employed upon the whole work did actually reach about 9,000. While a large portion of these employes should be classified as skilled laborers and many of them lived near the work with their families, another large portion was composed of those who cared for no steady employment, who would not work if they

could help it longer than to supply themselves with the most meager outfit of clothing and to obtain the means for satisfying their passion for drink. As a consequence saloons sprang into existence in every available location. The organized villages, eager for revenue, placed no limitations upon the number of places, but issued licenses to all who could furnish the necessary license fee. The County Commissioners were equally ready to grant licenses and did issue them not only where they might lawfully do so, but within prohibited districts. The villages, too, did not restrict the issue of licenses to those within the village limits, but apparently gave them to all who applied. The result was that the saloons took the greater part of the wage earnings of the lower grade of employes on the work, the contractors had no steady force of men to rely upon, complaints of disorder and crime became frequent and the demands upon our police force were greatly multiplied.

By direction of your Honorable Body, I made an examination of the situation and reported my conclusions July 10, 1895. I was directed to take steps at once to secure the closing up of all saloons which were not legally licensed. Some arrests were made, the town authorities and County Commissioners were conferred with to the end that their assistance might be had, and in a short time the worst of the nuisances were abated.

In this connection too, an attempt to organize a Village of Sag Bridge, made in the interests of this traffic, was defeated through the efforts of this Department.

Payment of Labor.

The District inserted a clause in all its contracts requiring the payment of the laborers at regular intervals and giving the District the right to examine into any complaints of non-payment and the power, in case it was satisfied as to the justice of any claim, to, itself, pay the same out of monies in its hands coming due to the contractors in case the contractor did not himself do so.

The existence of this power being known to the laborers, the applications for interference in behalf of laborers have been very frequent, and have been promptly attended to. The rule, cheerfully adopted by most of the contractors, has been en-

forced; that where employes are discharged they must be paid at once; where they voluntarily quit work they must wait till the next regular pay day. It finally seemed best to your Honorable Body to give me authority to investigate in a summary manner all claims for wages which were brought to my attention, and if, in my opinion, they were just I was to pay them out of the emergency fund, collecting from the contractor at the time of the payment of his next estimate. I have taken pains in these cases to hear both sides, and am glad to say that only in a few instances have I been compelled to take the matter into my own hands and pay the men. The existence of the rule has, however, been of great assistance to the men in enabling them to insist on promptitude of payment.

Intercepting Sewers.

The question as to what public agency should be used in providing intercepting sewers or other means of discontinuing the discharge of sewage directly into the lake when the Main Channel should be completed, was raised by the Mayor in a communication addressed to the President and Board of Trustees, July 19, 1895. About one-tenth of the present discharge is into the lake, the remainder going into the river and its branches.

The legal questions involved were referred to this department and an opinion was prepared by the general counsel, which showed conclusively that the main object of the Sanitary District Act was to enable the District to furnish a main channel, drain, ditch or outlet for carrying off and disposing of the sewage, and that the control of the City of Chicago over its system of sewers, and its power over the streets in relation thereto, including intercepting sewers, is wholly unaffected by that act.

These conclusions were communicated to the Mayor by your President. The discussion was a timely one, as it drew public attention to the folly of continuing to lay out sewage districts and construct sewers emptying into the lake, a plan which had for several years been criticised and objected to, on the very ground that it increased the water pollution, and that the work would have to be done over in a different way, in view of the work which the District was engaged in.

Litigation.

The District has but two cases at present in the Supreme Court, one of them that of the District v. Loughran, going to the March term of that court. It involves questions of the admissibility of evidence in certain lines of examination of witnesses on behalf of defendant, as well as the question of excess of verdict. A decision may be looked for at the January term. The other case is that of Johnson & Bradley v. The District, which has already been heard in the Circuit and Appellate Courts, with decisions favorable to the District. The question involved is whether a court of chancery will interfere in the matter of letting contracts, where a municipal corporation has reached a decision as to the lowest responsible bidder, no fraud being shown. The answer has been in the negative in the two lower courts, and it is difficult to conceive of any other being given by the Supreme Court. New suits, involving amounts as alleged in the declarations and bills, aggregating upwards of \$375,000, have been begun during the year. Two or three of these may be considered of a serious nature, and must be defended by the District at all points.

Unsettled Claims.

On ceasing my connection with this department, it seem fitting that attention should be called to a few cases of unsettled claims which have not yet reached the stage of litigation, but on account of the principles involved, are of considerable importance to the District.

A claim made by Charles Goerner, of Gary, Illinois, by reason of the overflow of his lands in 1894, alleged by him to have been caused by the location of the River Diversion, is an example of a class of claims of which we already have several, and the number of which will undoubtedly be greatly multiplied so soon as there shall arrive a succession of rainy seasons. The change of the location of the river, with reference to Mr. Goerner's land, is assigned as the cause of the flooding. The reaching of a decision with reference to this claim was deferred in the expectation that other rains would soon furnish the opportunity of determining by actual observation the extent of overflow and furnish data from which it might be determined whether the work of the District

had added to the height of the water or its duration over what is usual in that valley. This claim and others of a like nature point to the advisability of systematic preservation of data in times of high water, with specific relation to the question of the liability of the District.

In purchasing that portion of the lands of Philip M. and Mary A. Prescott, lying within the right of way of the District, certain provisions were embodied in the deeds for levees and drains to be completed when the Main Channel should be finished. Claims have been made by the tenants of those lands and are pending for damages by reason of high water in 1894, and also from the rains of December, 1895.

The Engineer has been authorized to join with the Santa Fe by bearing a portion of the expense of an iron pipe of large dimensions, the effect of which will be to relieve the land from surface water held back by reason of our levee and the railroad embankment. This will give some relief, but leaves the question of liability for the two overflows already having taken place, still open.

I have already alluded to the power given to the District in its contracts to investigate the justice of claims for labor or material furnished contractors, and to pay same out of moneys due the contractors, should it find it just and equitable so to do. Among the claims brought to your attention under this clause of the contracts, was one by William Macauley for work done by himself and teams on Section 14. Macauley was employed immediately by one Weaver who was practically a sub-contractor for Smith & Eastman, the contractors for that section. This matter came before the Joint Committee on Engineering and Finance, who decided that it was a just claim and should be paid by Smith & Eastman; that if, contrary to the provisions of their contract, contractors let portions of the work to sub-contractors, this should not relieve them from the responsibility of seeing that all the labor employed was paid, and that if any one was to suffer through the default of one working as a sub-contractor, it should be those who employed him and not the laborer who was unable to protect himself.

I communicated the decision of your

Committee to Messrs. Smith & Eastman, and received a reply from them declining to comply with same. It remains for your Honorable Body to decide whether it will sustain its Committee and pay this claim under the power given in the contract.

Numerous other claims have been presented by those who have furnished material which has gone into the work of the District and many of them are still pending. It is for the District to decide whether it will take up these matters and where the amounts and liability are undisputed, order them to be paid, or whether it will permit a species of forced levy upon the goods and merchandise of our merchants and tradesmen in addition to the direct taxation to which they are subject—a forced levy which is not simply added to the resources of the District, but which is turned into cash in the hands of the contractors who are perfectly secure from any attempts of creditors to get at funds in the hands of the District.

It is only just to the contractors as a class to add that these claims arise in connection with but two or three of the contract sections.

Sometime in September last the Chief Engineer called my attention to the fact that the Illinois Stone Company and the Western Stone Company were quarrying stone on the lands of the District. I immediately brought the matter to the attention of the Joint Committee on Engineering and Finance, and, by their direction, I addressed letters to each of these companies October 9, 1895, calling their attention to the fact that large quantities of stone had already been taken from the lands of the District for which compensation should be made, and that work thereon should cease at once, unless some arrangement should be made with the Board of Trustees for the taking of stone from its lands. I have received no reply from either of these companies. Shortly after my communication, work on the lands of the District ceased.

I have ascertained from the best means available to me the respective quantities of stone taken by these companies and find that the amounts quarried by the Western Stone Company were about 1,000 cubic yards of dimension stone and about 2,750 yards of rubble, while the Illinois Stone Company removed about 14,000 cubic yards consisting of rubble and flagging.

From the best information at hand, I find that a low estimate on the value of the stone so taken, for which compensation should be made to the District, is for the Western Stone Company \$5,000, and for the Illinois Stone Company \$12,000, making a total of \$18,000.

The following classified statements show the lands obtained by purchase or by condemnation during the year 1894, the total outlay on land account, with recapitulation and summaries, and a statement of departmental expenses incurred during the year 1895.

Salaries.

Attorneys.....	\$15,204 15
Office force	3,078 52
Total.....	<u>\$ 18,282 67</u>

General Expenses.

Court costs.....	\$ 5,845 29
Right of way expenses.	5,300 45
Expense account.....	1,699 83
Legal services.....	8,181 85
Printing and stationery	725 04
Sundries	10 35
Total.....	<u>\$ 21,762 81</u>

Land Account.

Right of way acquired:	
Will County.....	\$48,014 50
Du Page County.....	49,196 58
Cook County	20,000 00
Cook County taxes..	118 64
Will County taxes...	107 75
Total	<u>\$117,437 47</u>
Grand total.....	<u>\$157,482 95</u>

The General Expense and Land Accounts of this department should be credited with the following amounts deposited to the credit of the General Account of this District:

General Account.

Sept. 18—	
Amount paid for stone taken from Allen Land, near Lockport, Will County.....	\$ 10 00
Dec. 24—	
Emergency Fund returned....	1,500 00
Total credit to General Acct..	<u>\$1,510 00</u>

Land Account.

June 5—

Amount received from sale of
ice houses on Allen Land,
near Lockport, Will County. \$ 175 00

Dec. 27—

Amount returned by order of
Judge Dibell, in suit of Dis-
trict vs. Tedens et al., in Du
Page County..... 10,000 00

Total credit to Land Acct. \$10,175 00

Making a total deposited to the credit of
this department as follows:

General expenses\$ 1,510 00
Land account..... 10,175 00

Total credits.....\$11,685 00

The following is a summary of the land
acquired by purchase and condemnation
during the year:

COUNTY.	PURCHASE.		CONDEMNATION.	
	ACRES.	AMOUNT.	ACRES.	AMOUNT.
Will	42.77	\$ 9,913.00	162.21	\$38,101.50
Du Page...	39.60	10,500 00	129.57	38,696.58
Cook	3.36	20,000.00	.....	.....
Totals...	85.73	\$40,413.00	291.78	\$76,798.08

Impending Questions.

The questions outside of pending litigation and routine work, which are likely to occupy the attention of the Department during the coming year, are numerous and important.

Agreements for the cutting of the Channel across the rights of way of the Chicago, Madison and Northern, the Chicago and Western Indiana Belt, and the Chicago and Calumet Terminal Railways are all to be yet secured. There are also a number of streets and public highways ordinances for the crossing of which must be procured from the city and town authorities.

The entire matter of the Santa Fe railroad and its crossings will also have to be taken up, and the legal questions connected with it are numerous and important.

It will be sufficient to merely mention a few of the other matters of moment which

are likely to demand attention in the near future.

The jurisdiction of the General Government, the State and City, respectively, over the Chicago River. Whether the District may enter upon the improvement of the same without the concurrence of one or more of these authorities.

Whether the improvement of the North and South Branches may be made in whole or in part by special assessment.

The powers of the District in relation to the Illinois and Michigan Canal, as connected with carrying the water from the Main Channel through Joliet.

The extent of the liabilities of the District in case of disturbance of water powers.

The responsibility of the District in regard to the overflowing of lands.

These and other questions require much thought and consideration.

In severing my connection with the Sanitary District as its attorney, after a period of more than three years and a half of its most active work, I take pleasure in acknowledging the uniform courtesy and consideration with which I have been met by the individual members of the Board of Trustees and by my fellow executive officers, in the transaction of the affairs of the District, which have necessitated almost daily conferences.

It is unnecessary to add that I have become, and shall continue to remain, deeply interested in the successful completion of the great enterprise which is being undertaken by this District.

Respectfully submitted,

(Signed)

GEO. E. DAWSON,

Attorney."

DECISION ON ACQUIRING OF FEE IN CONDEMNED LANDS.

The Clerk presented a report from the Attorney, enclosing copy of decision rendered by Judge Dorrance Dibell, of the Circuit Court of Will County, with reference to the acquiring of fee in condemned lands, in the case of Allen vs. Sanitary District, Haley et al., and recommending that said decision be printed in the Proceedings; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report and enclos-

ure be ordered printed and placed on file, and the recommendation made in the report concurred in.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT, WITH ENCLOSURE:

"CHICAGO, Dec. 31, 1895.

To the Honorable the Board of Trustees of the Sanitary District of Chicago;

GENTLEMEN—A decision has just been rendered by Judge Dorrance Dibell of the Circuit Court of Will County in the case of Allen vs. Sanitary District, Haley, et. al., which is of great importance to the District.

It decides that the District, by condemnation proceedings, acquires the fee of the lands condemned. Though this has always been the opinion of this Department, the question has not hitherto been decided in any court.

Judge Dibell, who is recognized as one of the ablest circuit judges in the State, has gone over the entire subject in a careful and thorough manner, and has written an exhaustive opinion stating his conclusions. The subject is treated so ably and in so eminently a judicial tone, that the decision can hardly fail to be followed by our Supreme Court when the matter finally reaches that tribunal. The decision is of such importance to the interests of the District, that I transmit herewith a copy of same and recommend that it be printed in full in your Proceedings.

Respectfully submitted,

(Signed) GEO. E. DAWSON,
Attorney."

(Enclosing copy of decision.)

(ENCLOSURE:)

"STATE OF ILLINOIS, } ss.
WILL COUNTY.

In the Circuit Court thereof, September term,
1895.

Allen,
vs.
Sanitary District of } No. 15371.
Chicago.

(Opinion by Judge Dibell, December 28, 1895.)

This is an action of trespass to real estate brought by Chester S. Allen against the Sanitary District of Chicago. The matter now pending for decision arises upon the demurrer of defendant to the second count of plaintiff's declaration

and the demurrer of plaintiff to defendant's second plea to the first count of the declaration, afterwards extended by order of court so as also to apply to defendant's third, fourth and fifth pleas to said first count, and makes necessary a brief statement of the cause of action pleaded by the plaintiff and of the defense thereto interposed by the defendant.

The Sanitary District of Chicago filed a petition to condemn certain real estate of plaintiff by virtue of the powers conferred upon said District by the Act of May 29, 1889, commonly known as the "Sanitary District Act," under which it was organized. A trial was had, the amount to be paid fixed by the verdict of the jury and the judgment of the court thereon; the District paid the money awarded, and thereafter took possession of the land condemned. In doing so it cut through the walls of a certain ice pond Allen had theretofore maintained upon the land, and let out the water, thereby destroying the ice that had accumulated on the surface of the pond and was then ready to be cut, of considerable value. The District also tore up a certain platform Allen had upon the land for use in connection with the ice business. Allen brought this suit against the District for the damages suffered by him from these acts. He claims, first, that the District acquired by said condemnation proceedings only the right to use his land for its corporate purposes, and that the fee remained in him; and, second, that the District had not reached his land in its work of excavation for the Drainage Canal, and that it was not then necessary to the purposes of its work that it should then take possession of his land, and that till it was necessary for the District to use the land he had the right to use it, and that he had the right to harvest the ice, and that the District is responsible in damages to him for so destroying the pond and the ice and the platform, etc. The District sets up, first, that by these condemnation proceedings, and payment of the award, it acquired said lands in fee, and all of Allen's rights therein were extinguished, and that in destroying said pond and platform it was dealing with its own property and not with the property of Allen; and, second, that if this were not so and it only condemned the use, yet the Sanitary District was the sole and exclusive judge of the time when it needed possession, and having determined to take possession it is not answerable elsewhere for its decision of that question, but its determination to take possession gave it the right to do so at once. The first and controlling question therefore is whether the Sanitary District by its condemnation proceeding and payment thereunder took title in fee or only the use of the lands.

Section 16 of the Sanitary District Act provides that whenever the Board of Trustees of the Sanitary District shall pass an ordinance for the making of any improvement which such District is authorized to make, the making of which will

require that private property shall be taken or damaged, such District may cause compensation therefor to be ascertained and condemn and acquire possession thereof in the same manner as is provided in R. S., Chapter 47, entitled "Eminent Domain." This section, therefore, directs our attention, first of all, to that chapter of the Revised Statutes. It is understood to be the position of the plaintiff in this case that the Eminent Domain statute only provides for condemning the use of the land, and not the fee, and that therefore the Sanitary District, being compelled to conduct its condemnation proceedings under that statute, cannot acquire the fee. This contention must be based on the language of Section 10 of that act, which is as follows: "The judge or court shall, upon such report, proceed to adjudge and make such order as to right and justice shall pertain, ordering that petitioner enter upon such property and the use of the same, upon payment of full compensation, as ascertained as aforesaid; and such order, with evidence of such payment, shall constitute complete justification of the taking of such property." This statute therefore provides that the final judgment shall authorize the petitioner to enter upon the property and the use of the same upon payment of the compensation awarded, and that such judgment order, with proof of payment, shall constitute a complete justification for taking the property. If plaintiff's position is correct, a judgment rendered under this section and the payment of the compensation cannot authorize anything but taking possession of the property and using it for the purposes for which it was condemned, but leaves the fee remaining in the person who owned it at the time the condemnation proceedings were instituted, and of course whenever it ceases to be used for the purposes for which it was condemned, the petitioner would then be obliged to abandon its possession, and the person who had all the time been the owner in fee would be entitled to regain possession of his property. Moreover, it would follow that if possession of the property by the petitioner was not at all times necessary, and there was any use that the owner of the fee could make of it without injury to the petitioner, such owner would have the right to such use. The rights of the land owner in such case are thus stated in Elliott on Roads and Streets, page 176: "Where nothing but the right to use the land is acquired, the owner of the fee retains a right to make such use of the land as is not inconsistent with the easement acquired by the corporation. Nothing can be done by him that will make the use of the way inconvenient or unsafe, nor can he do anything that will disturb the public in the free use of the way, but, subject to the superior right of the public, the owner is entitled to the use of the way and to all the profits that accrue from it."

This statute on Eminent Domain, Chapter 47, is a general one and is not confined to railroad

companies or other like corporations, really private, but endowed by the Legislature with certain public powers, because the exercise of their franchise will be of public benefit; but it extends as well to all kinds of public, governmental and municipal bodies, which may, by any provision of the Constitution, or act of the Legislature, be authorized to condemn and acquire property for purely public use, where other statutes of the State have not prescribed some other mode of procedure. The first section of the act provides that in all cases where private property is to be taken or damaged for public use and compensation is not made by the State in its corporate capacity, such compensation shall be ascertained in the manner in that chapter prescribed. The second section provides that in all cases where the right to take property for public use without the owners' consent, or the right to construct or maintain any public road, railroad, plank road and turnpike road, canal, or other public work or improvement, or which may damage property not actually taken, has heretofore or shall hereafter be conferred by general law or special charter upon any corporate or municipal authority, public body, officer or agent, person, commissioner or corporation, and the compensation to be paid for, or in respect of the property sought to be appropriated or damaged for the purposes above mentioned, cannot be agreed upon by the parties interested, or in case the owner of the property is incapable of consenting, or his name or residence is unknown, or he is a non-resident of the State, it shall be lawful for the party authorized to take or damage the property so acquired, or to construct, operate and maintain any public road, railroad, plank road, turnpike road, canal or other public work or improvement, to file a petition for the purpose of having the compensation to be paid to the owner assessed. Said section further makes the act extend to cases where the State seeks to take or damage property for the purpose of establishing, operating or maintaining any State house or State charitable or other State institution or improvement. Succeeding sections of the act require a jury to be impanelled and sworn to report just compensation for the property which it is sought to take or damage, and require them to render a verdict ascertaining and fixing the compensation to which each person is entitled.

We have a number of statutes authorizing various corporations composed of private individuals for private gain to exercise the right of eminent domain, and also several acts authorizing various classes of municipalities to condemn and take property for strictly public uses. In some of these acts, the mode of procedure in condemning the land, and the form and effect of the judgment, are particularly set out in that act giving the authority to condemn, and in such cases the condemnation proceeds under that particular statute; but in most cases, statutes of the

character now under consideration direct that the condemnation shall be pursuant to the provisions of Chapter 47, relating to eminent domain, so that for the most cases of condemnation, both by private bodies endowed with the right to exercise the power of eminent domain, and also by purely public governmental corporations, whether the State directly or other municipalities organized to exercise part of the authority of the State, the condemnation *must* be under this act. It is obvious that the various departments into which the government of the State is by law divided must have real estate upon which to erect suitable buildings for the purposes of the government. There must be a State House for the central State government, and it must be of sufficient size to accommodate the growing business of the government at the State Capitol. Lands sufficient in one period of the State's history for that purpose may not be sufficient at a later period, and it may become necessary to acquire adjoining lands. The State must have lands for insane asylums and penitentiaries. In every county there must be a County Court House and a jail, and they must occupy considerable tracts of land. Cities often find it necessary to have their city halls and engine houses and have the city own them. Sites for school houses are needed in all parts of the State. The public canals of the State must have locations for buildings wherein their officers may conduct the business of those bodies. So far as the Court recalls, or is advised, if these various governmental organizations find it necessary to have additional real estate besides that which they now possess and are unable to purchase the same for what they consider a proper compensation, there is no mode provided by law by which they can obtain lands for these purposes except under Chapter 47 entitled Eminent Domain. Obviously the acquisition of the mere use of the land upon which the State and its sub-departments propose to locate lasting and permanent government buildings for the perpetual use of the people of the State in their governmental capacity would be very inadequate to the real needs of the State. It will almost never happen that property so acquired by the public, and devoted to the erection of public buildings for public purposes will ever be abandoned by the State. Moreover, the State control over the property so acquired ought to be complete and exclusive in order that the State and the various sub-departments of the State government may properly perform their functions. The inexpediency of having an owner of the fee standing by ready to occupy and use any portion of the real estate that is not really needed by the State is illustrated by the very position taken by the plaintiff in this case. He insists that this was still his land; that the ice or crops growing upon it belonged to him; and if his theory is correct, he also had a right to pass through these lands, or till them, or do anything else he chose with them,

until the Sanitary District needed to occupy them. Of course if that theory is true, then if there is any portion of the lands of plaintiff condemned that are not immediately required for the purposes of this work, he would have a right to take possession of such portion and occupy it so long as he did not interfere with the work of the Sanitary District.

Let us apply this to other cases which might arise. Suppose that the land occupied by the Will County Court House had been condemned under this act for the purpose of the County government. The building does not rest upon all the land. Most of the square is vacant. The owner of the fee might well claim that he could transact various kinds of mercantile business on some portion of the grounds without interfering with the county use, or in any way depriving it of the use which it now has. He might even claim the right to till the ground or a portion of it. Only a few months ago, a citizen of this county was seeking permission to use a portion of our court house square for a private commercial enterprise, and was earnest in the assurance that he could conduct the proposed business there without interference with the public use thereof. If he had been the owner of the fee, then by the theory of the law now under discussion, he would have had a right to so occupy these public grounds. If it be said that the right to use necessarily, includes the right and power to exclude others, even the owner of the fee (Mills on Eminent Domain, Sec. 31), the reply must be that that principle, if applicable here, would be fatal to plaintiff's right to recover in this action. He sues upon the theory that the District could not exclude him from the condemned land until it really needed possession of that particular land for its municipal purposes, and that he has the right to have a jury determine whether the District really needed the land when it took possession. If the owner of land has such right to retain possession after condemnation and payment, and thereafter to deny and litigate petitioners' necessity for possession, many conflicts might easily arise between the public and the owners of the fee of land occupied by government buildings and used for government purposes, similar to that which has arisen in this case. If the owner could be permitted to retain the fee and assert the right to all uses of the land which are not incompatible with the public interest, then it must on each occasion be left to a jury to say whether the use the owner is making of the property is injurious or harmful to, or an impediment of the public use which had been acquired by condemnation, and different juries might easily reach opposite conclusions on like states of facts. These illustrations are confessedly weak and inadequate, but the purpose of them is to draw attention to the fact that the property of the State Government and all property occupied by the public for permanent public use, ought to be

under the exclusive control and dominion of the State government or of the particular department thereof in question, and that this Eminent Domain Statute ought not to be lightly construed as not authorizing a condemnation for strictly and purely public use, which shall deprive the owner of the fee. And indeed when the State takes land for its own purposes it is presumed to take the fee. (Mills on Eminent Domain, Sec. 50). Yet such taking in Illinois in most cases must be under our Eminent Domain Statute.

But there are some other acts to be considered in connection with this. Chapter 20 of the Revised Statutes was passed two years later and it authorized canal companies, incorporated under any general law of this State, to proceed under this Eminent Domain Statute to condemn any property necessary for the location, construction or repair of its canal, including all necessary stone, timber and other material. It would seem that if it condemns stone, timber, and other material for the purpose of building its canal and puts them to that use, it must take the absolute title and ownership of such stone, timber and other material for their identity and the power to restore them are destroyed by the use to which they are put, and yet such canal company gets all the title that it takes thereto solely by virtue of the provisions of the Eminent Domain Act. The Act of April 7, 1875, in regard to elevated ways and conveyors, Sec. 2, provides that if any corporation therein referred to shall be unable to agree with the owner for the purchase of any real estate required for the purposes of its incorporation or the transaction of its business, or for its depots, station buildings, engine houses, or for right of way, or for any other lawful purposes connected with its business, such corporation may acquire such title thereto in the manner provided by the law of Eminent Domain. By this act any corporation of the character just described would have a right to acquire by condemnation the title of land for its engine houses, depots, station buildings, etc., under the provisions of Chapter 47, entitled Eminent Domain. Under Sec. 3 of said act, relative to elevated ways, any such corporation may condemn earth, gravel, stone and other material, except fuel and wood, upon any lands adjacent to its way, by condemning the same under the act relating to eminent domain. Obviously, when it obtains this earth, gravel and stone or other material, it must necessarily be the exclusive owner thereof, and not merely have the right to use such earth, stone or other material. If it should be conceded that such elevated way is a railroad, and therefore subject to the restrictions contained in Section 13 of Article 2 of the Constitution of 1870, that the fee of land taken for railroad tracks without the consent of the owner thereof, shall remain in the owner, subject to the use for which it is taken, yet as to the material so authorized to be condemned and removed, it would seem to be clear

that the complete title and ownership thereof must pass to the condemning party; and title to such materials is only acquired by virtue of such a judgment as the Court is authorized to enter under the provisions of Chapter 47, entitled "Eminent Domain." In Chapter 105 of the Revised Statutes, entitled "Parks," in Section 4 of the act approved June 16, 1871, provision is made for altering or changing the location of public parks, boulevards, driveways or highways, or the boundary lines of the same, under which the corporate authorities having supervision of such public park may have an order granted by the Circuit Court authorizing it to make such alteration, and granting it power to acquire by purchase or, under any laws of this State for acquiring lands for public use, such additional lands as such change or alteration may, in the judgment of said court, render necessary. It is supposed to be well settled in this State that the Park Commissioners or other corporate authorities of the various park districts organized under the laws of this State, hold title in fee to the land embraced in their public parks, and it would seem to be a fact that when any such Park Commissioners shall acquire lands under the statute just referred to, if it cannot obtain them by purchase, it must be done so under Chapter 47, relative to Eminent Domain, and that it must thereby acquire the legal title to the lands. That it does so acquire the legal title is justly inferred from the provision immediately following, that if by reason of any such change or alteration, any parcel of land shall no longer be deemed necessary or useful for the purpose of said park, boulevard, etc., the said court may direct the same to be sold and conveyed for the use of said park upon such terms and conditions as it may think proper. If the Park Commissioners could only obtain by condemnation the use of the land, when they ceased to use it, the right to possession would revert to the person who has always owned the fee. The authority given to sell the lands necessarily implies that the park district holds the legal title and that the former owner had parted with his legal title by the condemnation proceedings; but those condemnation proceedings were directed to be held under the provision of the Eminent Domain Statute. That, in the judgment of the Legislature, and within the intent and meaning of that body, the title to land could be acquired under Chapter 47, entitled Eminent Domain, is rendered still more certain by the act of June 14, 1887, to enable Park Commissioners to condemn land in certain cases. Sec. 2 of said act vests Park Commissioners with power to take and acquire title to such pieces or parcels of land as may be necessary for the widening of streets leading to public parks and to procure the condemnation of the same in the manner prescribed by Chapter 47, entitled Eminent Domain, and extending the provisions of said act to the Park Commissioners. It will be noticed that this act not only entitled the Park

Commissioners to condemn and acquire the use of the land, but to take and acquire title thereto. A statutory provision, that by condemnation of land title shall vest in the condemning municipality, means title in fee simple to the land itself, and not a mere easement in it. Page vs. O'Toole, 144 Mass., 303; Lewis on Eminent Domain, Sec. 278. But the act just cited authorizes the Park Commissioners to acquire such title in fee by a trial and judgment under the Eminent Domain Statute now under consideration. The act of April 21, 1881, (relating to the operations of the United States Geodetic Survey), authorizes the United States of America to condemn land under the provisions of Chapter 47, entitled Eminent Domain, for the purpose, among other things, of obtaining a situation upon which to erect works, stations, buildings, and appendages requisite for the purpose of triangulation, etc., and the language of the act would seem to imply that the occupation of such lands by the United States is to be permanent. It is true the act does not say that they may acquire title by this condemnation, but neither does it restrict the United States to a condemnation of the use of the land, but it says they may proceed to condemn the land. The act of April 15, 1875, entitled, "An Act Granting to the Government of the United States the Right to Enter Upon and Take Possession of Small Tracts and Parcels of Land, in the State of Illinois," etc., recites in a preamble that the Government of the United States has begun and will probably continue the improvement of the Ohio and Wabash rivers, and that it may be advisable to remove all doubts to the right of the General Government to acquire real estate and establish public works within the limits of any State without the consent of the State. It authorizes the United States to enter small tracts and parcels of land on the banks of the Ohio and Wabash rivers necessary for the construction of locks, lock-keepers' dwellings and abutments and other works to facilitate the improvement of the channels of said rivers, and cedes to the United States exclusive jurisdiction over all such lands acquired under the provisions of that act, and authorizes said land to be so acquired under our statute relating to Eminent Domain. It is true that the term "enter upon," is used but the act also speaks of "lands acquired" by the United States under this act, and it seems obvious to the court that the United States takes title to such lands as it condemns under the provisions of this act.

The act of December 14, 1871, being the first contained in Chapter 143 of the Revised Statutes, gives the United States power to purchase or condemn in the manner prescribed by law, any land in the State of Illinois required for custom houses, arsenals, light houses, national cemeteries or other purposes of the government of the United States, and authorizes the United States to enter upon and occupy any land which may have been purchased or condemned or otherwise

acquired by it, and gives the United States the right of exclusive legislation and concurrent jurisdiction, together with the State of Illinois, over such land, and provides that if there shall be any streets or alley running through any block or tract purchased or acquired by the United States for the purposes in said act described, all that portion of such street or alley within such block or tract of land shall, upon the purchase of the same by the United States, or the transfer of the same to the United States by condemnation or otherwise, for any of the purposes aforesaid, be vacated and closed, and the said lands or tracks of land abutting on such street or alley shall extend to the center line thereof and vest in the United States and become the property thereof, with full right, power and authority to use, occupy and enjoy the same as its own property in fee to the same extent as though the same had never been used or occupied as a street or alley.

It is supposed by the Court that where in this act power is conferred upon the United States to condemn, in the manner prescribed by law upon making just compensation therefor, any land in the State of Illinois required for custom houses, etc., the meaning is that such condemnation shall be under and by virtue of Chapter 47, entitled "Eminent Domain," of the Revised Statutes of this State, and clearly by such condemnation the United States Government takes the fee.

It is thought that a careful scrutiny of the Statutes of the State would develop other instances of the kind already cited. It is believed, however, that sufficient reference has been made to various Statutes of the State to show that the Eminent Domain Act, as understood and construed and applied by the Legislature, provides a suitable mode of procedure not only for the condemnation of the use of real estate but also for the condemnation of the fee whenever a proper case for such condemnation arises. As already stated, there is a constitutional restriction preventing railroad companies from condemning the fee for their rights of way. There is no other constitutional restriction upon the exercise of the right of Eminent Domain except that just compensation shall be made before the land is seized. It is conceded in argument that the Legislature has power to authorize any and all corporations and municipal bodies to condemn the fee and that the only question in any case, except a railroad condemnation, is whether the Legislature authorized the body to condemn the fee along with the use. Many authorities have been cited to the Court by counsel for the respective parties and so far as they were accessible to the Court they have been examined. From those authorities the Court draws the following conclusions as covering the general rules applicable to the subject: Where the Legislature has clearly enacted that the condemning body shall take the fee or shall only take the use, the judgment in condemnation will vest such body with the fee or

the use, as the case may be, unless some constitutional restriction forbids. Where the act authorizing the particular corporation or municipality to condemn is silent as to the estate which the condemning party is to take by the condemnation, or where the language of the act is vague and uncertain, so that it can not be clearly and certainly determined from the language of the act whether it was designed that the condemning party should take the fee or only the use, then the policy of the courts in construing the law would be to hold it to grant only the use, if the use will sufficiently satisfy the legislative intent, but in determining which was intended to be granted the Court will look at the purposes for which the condemnation is had, and if it appear that the property is condemned for such purposes, or that the uses to which it is to be put by the condemning party are such, that a proper performance by the condemning body of its duties, or a full and untrammelled exercise by the condemning body of its rights, requires that it take the fee, then it will be held to take the fee. And it seems to the Court from an examination of the cases generally that the courts are more reluctant to so construe such statutes as to give the condemning party the fee where the condemning party is a corporation composed in fact of private individuals and conducted for private gain; and that the courts more readily construe such statutes to authorize the condemning party to acquire the fee by condemnation, where the condemning body is the State or is some municipal corporation or other purely public body exercising some portion of the functions of government in place of the State itself. Private corporations are liable to change and to expire by operation of law or by forfeiture of their franchises; the State and its subdivisions of government it is expected will continue without cessation or termination. The case of *Lockie vs. Telegraph Company*, 103, Ill., 401, here relied upon, was unquestionably correctly decided, and the principles therein announced are proper as applied to such a telegraph company, organized as it was under Chapter 134 of the Revised Statutes, and for the purposes therein specified. But the question whether the fee to land condemned could not be acquired by other corporations or by municipalities organized under other acts than that of the telegraph company and possessing other and very different powers, and having objects and purposes which might require the condemnation of the fee, certainly was not before that court for decision or for its consideration. It seems to the Court that the language there used is to be restricted to the kind of a case that was then before the Court, and that because the Court there used general language, it does not follow that they either intended to decide or had the power to decide that there could be no case arising under the Eminent Domain Act, wherein the power to condemn the fee would exist.

In view of these considerations it becomes important to consider the act under which the Sanitary District of Chicago is organized and ascertain what kind of a body it is—what are its organic purposes and what powers have been conferred upon it. Such examination shows it to be a purely municipal corporation, having none of the elements or incidents of a private corporation for private gain. It has certain territorial boundaries; it is governed by a Board of Trustees who are elected by the legal electors within said boundaries for definite periods of time, and whose successors are re-elected in like manner; it is required to keep records of its proceedings; it passes ordinances; levies taxes; may levy special assessments, and when it does so proceeds under the precise statutory provisions for levying assessments previously enacted for cities and villages; has and exercises police powers over the territory condemned by it and over territory for some distance on each side thereof, and has a police force. Its main object is to provide a Channel to conduct away from the City of Chicago its sewage, and at the same time to dilute it with a sufficient quantity of pure water so that it may be readily carried away, and may be innoxious to the inhabitants of the territory through which it passes. For these purposes, it is authorized to construct a Channel from Lake Michigan or the Chicago River to Joliet or below, of sufficient capacity to carry said water and sewage, and of a certain depth and not more than a certain specified speed of current. When said Channel shall be completed and water turned in to the amount of 300,000 cubic feet of water per minute, then it is declared by said act to be a navigable stream. As incidental to the main purposes of said Channel, said Sanitary District is authorized by the act to establish docks along the Channel, and to manage and control and lease such docks, and also to control and dispose of any water power which may be incidentally created in the construction and use of its channels and outlets, before said water passes beyond the channels and structures of said District into a river or natural waterway. From such dockage and water power, the District is authorized to obtain a revenue and use it for the purposes of the District, and the State reserves the right, by the act, to require some portion of such revenue to be paid into the State Treasury for State purposes. The act also provides that after the Channel shall be completed and shall become a navigable stream, the Government of the United States shall, under certain circumstances, be entitled to take full control over the Channel for purposes of navigation. In other words, the Sanitary District of Chicago is a municipal corporation organized by the State to perform certain portions of the proper functions of government, viz.: to make provision for the health of the inhabitants dwelling within its territory. The Court may take judicial notice that its

works are in process of construction, and that many million dollars are being expended upon them, and that the nature of the work is such that it must necessarily be lasting and permanent in its character, unless the State or the Government of the United States should change its policy toward the Sanitary District of Chicago in some manner not now foreseen.

It seems as necessary to the purposes of this municipality that it should have full, complete, and absolute dominion over the territory which it has been obliged to condemn for the purposes of its Channel, as that the State Government should have full control over the State House grounds, or the Park Commissioners over their parks, or cities over their streets and public buildings. If the Sanitary District may lawfully establish docks under this act it must necessarily have the right to provide suitable means of access to and egress from said docks for those who by leases from the Sanitary District of Chicago may acquire the right to use them. The lands of the Sanitary District are only occasionally approached or crossed by highways. It must provide upon its own territory for sufficient accommodation to those who may lease its docks or use its water power. The act contemplates navigation upon the stream, and that carries with it the necessity of banks of some considerable width whereon the business inseparable to navigation may be conducted. The Court may judicially know that this Channel has already passed through many miles of solid rock, and vast banks of debris or spoil banks have been piled up on the margin of the Channel, containing immense quantities of crushed or broken stone which may hereafter have some considerable commercial value. If the Sanitary District of Chicago has only taken the use of these premises for the purpose of a Channel to convey sewage and water, and does not need for its own purposes to use this crushed stone and these spoil banks, then the contents thereof are the property of the persons who owned the fee of the land out of which they were taken at the time the condemnation suit was instituted and who, in such case, still own the fee, and such owners would have the right to possess themselves of such crushed stone and take it away and sell it for their own purposes when not needed by the Sanitary District of Chicago for its own individual use. The Judge who wrote the opinion in the *People ex rel. vs. Nelson*, 133 Ill., 565, used language on page 595 of that opinion, showing that, as he understood the Sanitary District Act, that body would have a right to sell the stone quarried from the Channel, and use the money derived therefrom for its municipal purposes. What there is said is *obiter dicta* and is not binding as a decision, but it does show what at the time was the view taken of this act by the writer of that opinion.

Section 8 of the Sanitary District Act authorizes the Sanitary District to "acquire by purchase, condemnation or otherwise, any and all real and

personal property, right of way and privilege either within or without its corporate limits that may be required for its corporate purposes * * * and when not longer required for such purposes to sell, convey, vacate and release the same." The word "acquire" is defined in Bouvier's Law Dictionary "to make property one's own." This section therefore authorizes the Sanitary District to make real estate its own by condemnation. These words would imply to take the fee. It is true the District is also authorized to acquire the right of way, which would imply the obtaining of something less than the fee. This right to acquire property by condemnation applies not only to real but also to personal property. From considerations already suggested it is not supposed that a corporate body condemning personalty takes anything less than the title thereto. The part of this section above quoted also contains another provision inconsistent with the theory that this act only contemplates the acquiring of the use by condemnation. It authorizes the Sanitary District to sell and convey the real estate so acquired when not longer required for such purposes. It was suggested in argument that inasmuch as the Sanitary District was also authorized to acquire real estate by purchase, and as when it purchased it acquired the fee, therefore this provision that it might sell and convey the property when no longer required for the purposes of the Act would be satisfied and explained by holding that it is only the property so acquired by purchase that the District is authorized to sell and convey. But this is putting upon the words of the Act a restriction not embodied within it. The Legislature did not say that the Sanitary District could sell and convey such real estate as it acquired by purchase. The power to sell appeared to be as broad as the power to acquire, provided the property is no longer needed for the purposes of the municipality. It need hardly be said that in order for the District to sell and convey, it must have the fee, and that the provisions authorizing it to sell and convey is inconsistent with such an interpretation of its power to acquire by condemnation as would only give it by condemnation the use of the property, for when the property was no longer needed for that use its possession and use would in such case revert to the owner of the fee. If this Section 8 were the only provision of the Sanitary District Act bearing upon the nature of the rights which it acquired by condemnation, the Court would not hesitate to say that it has the right to acquire the fee by condemnation. The sixteenth section provides that whenever the Trustees of the Sanitary District shall pass an ordinance for the making of any authorized improvement which will require that private property shall be taken or damaged, it may cause compensation therefor to be ascertained, and condemn and acquire possession thereof, in the manner provided by Chapter 47, entitled

"Eminent Domain." The construction sought to be put upon this section is that it is only the possession which the Sanitary District is thereby authorized to condemn and acquire, but the Court is disposed to hold that such a proposed construction must yield to the obvious legislative intention indicated by the eighth section, to authorize the Sanitary District to acquire by condemnation⁸ the title to real estate, and to authorize said Sanitary District afterwards to sell and convey said real estate when not required for the purpose of the municipality; and that this Section 16 is to be construed to mean that the District is thereby authorized to condemn the private property which it is found necessary to take, and to acquire the possession thereof. It is suggestive in this connection that by Section 18 when such District finds it necessary to enter upon public property or property held for public use, it is apparently supposed by the Legislature that it would not acquire or condemn it by virtue of said Section 16, but that Section 17 was necessary for that purpose, in which all that it is authorized to acquire is the necessary right of way over such property held for public use.

The Court freely concedes that the question whether by the terms of the Sanitary District Act and of the act relating to Eminent Domain the Sanitary District has power to condemn the fee, is not free from all doubt, and that there is in both of said acts language which if taken by itself would imply that the condemnation was of the use rather than of the fee; but when the entire language of the Eminent Domain Act is considered, and the language of various other statutes which confer upon various corporations and municipalities power to acquire title by virtue of said Eminent Domain Act, and when the purposes for which the Sanitary District of Chicago is organized are considered, and the various sections of the act under which it was organized are compared with each other, the better—the weightier reason seems to the Court to sustain the position that the Sanitary District of Chicago has power to condemn the fee of the real estate acquired for its municipal purposes.

There is, however, no room for doubt that the Sanitary District has power to condemn a right of way, pure and simple, and to seek by its condemnation proceedings to obtain only the possession and the right to use real estate for its corporate purposes. Circumstance might arise under which it would only require such use and might even expect afterwards to relinquish the property to the owner. The question therefore still remains whether by the proceedings as they are set out in the second count and in the pleas demurred to, the District did condemn the fee or only the use. The second count of the declaration after alleging the ownership by plaintiff on August 29, 1894, and for a long time prior thereto, of the real estate in question, alleges that on said day the Sanitary District filed its petition

for condemnation, setting up the purposes of its organization, its adoption of an ordinance locating the route of a channel along plaintiff's lands, and that said lands were necessary for the construction and maintenance of the Main Channel, and praying that the compensation to be made plaintiff for the taking thereof by the Sanitary District for the purposes aforesaid might be ascertained as provided by law; the empanellment of a jury; its report that the just compensation to be paid by the Sanitary District for the taking of such premises was the sum of \$11,542; that on January 7, 1895, an order was entered by the court that upon payment of the costs and said sum so awarded, the said Sanitary District of Chicago "do take possession of and thereafter hold, possess and enjoy, for the uses and purposes set forth in its petition," the lands here in controversy; that the Sanitary District paid the costs and deposited with the County Treasurer the damages so awarded on January 11, 1895; and then avers the commission of the trespass complained of on said real estate on January 15, 1895. For the reasons already stated, the Court is of opinion that by this judgment order, the Sanitary District of Chicago acquired the right upon making the payment therein provided for, not only to take possession of the lands in controversy, but also to hold, possess and enjoy them in fee, and also acquired the right to sell and convey them to other parties if at any time they should no longer be required for the purposes of the municipality. That conclusion necessarily follows from what has been already fully said. Therefore the facts averred in this second count show that defendant had completely acquired the title in fee of these premises on the 11th day of January, 1895, and hence, its acts thereon on January 15, 1895, were not a trespass upon the real estate of the plaintiff, but were acts done by defendant upon its own premises which could not be harmful to plaintiff. Therefore, the demurrer to the second count should be sustained. The conclusion here reached seems to the Court not at all unjust to the plaintiff. In the trial of the condemnation case he was entitled to have the jury award him the highest fair cash market value of the property. He was entitled to instructions to the jury that they should give him the highest fair cash market value of the property. Presumably the jury were so instructed and obeyed the instructions and gave the plaintiff the highest fair cash market value of his property. Having received payment, it does not seem to the Court that he is treated harshly or inequitably in holding that upon receipt of such payment he lost title to the land.

The Court is not satisfied that the second, third, fourth and fifth pleas to the first count, any of them contain sufficient averments to show that by the proceedings in question the Sanitary District acquired the fee. In certain particulars and details they are much less full and specific

than the second count of the declaration already referred to. If the Sanitary District did not acquire the fee by this condemnation, then the Court is disposed to hold that the pleas now under consideration do not sufficiently show a justification. But as the conclusion announced by the Court as to the second count must necessarily be decisive of the case before the present Judge, it seems unnecessary to further discuss the pleas.

For the reasons stated, the demurrers will be sustained to the second count of the declaration and to the second, third, fourth and fifth pleas to the first count."

RETURN OF DEPOSIT FOR "MOLL" AND
"LOMAX" SAG ISLAND LANDS.

The Clerk presented a report from the Attorney, accompanied by receipt from the Treasurer for \$10,000, being a portion of the money deposited in the bank of Gary & Wheaton, under order of the Board, at the meeting held September 7, 1892, (page 719 of the Proceedings), in full of verdict for the "Moll" and "Lomax" land on Sag Island, in the case of the Sanitary District of Chicago vs. John H. Tedens, et al., for right of way lands in Du Page County, the said land having since been acquired by the District by agreed verdict; and the report and accompanying receipt were read.

Mr. Kelly, seconded by Mr. Wenter, moved that the report and accompanying receipt be ordered printed and placed on file.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT, WITH ACCOMPANYING RECEIPT:

"CHICAGO, Dec. 31, 1895.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN — The acquisition of all the lands upon what is known as Sag Island has finally been accomplished. At the time of the first condemnation suit in Du Page County, the amount of the verdict was, by order of the court, deposited in the bank of Gary & Wheaton, of Wheaton, Illinois, pending appeal. By the final settlement in Will County, to which the cause had been taken by change of venue after being remanded by the Supreme Court for new trial, the District was entitled to the return of such portions of the deposit as was held for the use and benefit of Carl Moll and John A. Lomax. The aggregate held on

these accounts was \$10,156.45. The Court entered an order directing the payment by the bank to the District of \$10,000, leaving on deposit \$156.45, until the final adjustment of a disputed matter of costs.

I have turned over to the Treasurer the check of the Banking House of Gary & Wheaton, drawn on the Corn Exchange Bank for said \$10,000, and transmit herewith, his receipt therefor, said amount to be credited to the Land Account of the Law Department.

Respectfully submitted,

(Signed) GEO. E. DAWSON,
Attorney."
(Enclosing receipt.)

(THE RECEIPT:)

"CHICAGO, Dec. 28, 1895.

Received of George E. Dawson, check on Corn Exchange Bank, Chicago, Ill., drawn by the Banking House of Gary & Wheaton, of Wheaton, Ill., payable to the order of the Sanitary District of Chicago, in the sum of ten thousand dollars. Said sum is a portion of the amount deposited in said bank per order of court, in the case of the Sanitary District vs. Carl Moll et. al., in the Circuit Court of Du Page County, for the use and benefit of the owners of certain lands taken by said District in condemnation proceedings. Said cause was taken on change of venue to Will County, there retried and the amount of the verdict there rendered paid to the parties interested. Said sum of ten thousand dollars is returned to the District to be credited to the Land Account of the Law Department.

(Signed) MELVILLE E. STONE,
Treasurer.
By A. B. CLEGHORN,
Ass't Treasurer.

(\$10,000.00.)"

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of December, 1895; and the same was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be ordered printed and referred to the Committee on Finance.

The motion prevailed unanimously, and the report was ordered printed and so referred.

The following is

THE REPORT :

"Balance on hand at date of last report.....	\$1,128,545.93
Received from Sanitary District Tax Account, County Treasurer.....	\$65,551.32
Received from Thos. F. Judge, Clerk, Engineering Department, Emergency Fund.....	400.00
Received from Thos. F. Judge, Clerk, Engineering Department, uncalled for pay envelopes.....	66.08
Received from Thos. F. Judge, Clerk, Engineering Department, Construction Account, Special Emergency Fund.....	1,000.00
Received from Thos. F. Judge, Clerk, Engineering Department, Construction Account, uncalled for pay envelopes.....	513.98
Received from Geo. E. Dawson, Attorney, Law Department, Emergency Fund.....	1,500.00
Received from Geo. E. Dawson, Attorney, Law Department, Land Account, being part of amount deposited on account condemnation proceedings in the case of the Sanitary District vs. Carl Moll et al.....	10,000.00
Received from Ft. Dearborn National Bank, interest for December.....	324.71
Received from Metropolitan National Bank, interest for December.....	331.66
Received from Chicago National Bank, interest for December.....	326.22
Received from Globe National Bank, interest for December.....	427.34
Received from National Bank of Illinois, interest for December.....	328.55
Received from American Trust and Savings Bank, interest for December.....	35.66
Total cash received for month.....	\$ 80,805.52
	\$1,209,351.45

Total cash disbursed during month as per annexed schedules, viz:

Clerical Department....	\$ 910.42
Treasury Department..	178.92
Engineering Departm't.	15,556.77
Engineering—Construction Department.....	153,816.56
Law Department.....	2,242.67
Law Department—Land Account.....	5,250.00
General Account.....	3,635.84
Police Department.....	5,091.71
Bond Int. and Prem.—Bond Acct..	\$350,000.00
Interest.....	232,500.00
	582,500.00
	\$ 769,180.89
Balance this date, in banks as per schedule endorsed hereon.....	*\$ 440,170.56

*Of the \$440,170.56 on hand, \$272,500.00 is the balance of the appropriation of \$1,000,000.00 made by ordinance of October 9, 1895, for the payment of District bonds and interest, leaving the net available cash balance this date..... \$167,670.56

(Signed) MELVILLE E. STONE,
Treasurer.

CHICAGO, December 31, 1895."

SCHEDULE :

American Trust and Savings Bank.	\$ 21,003.79
Metropolitan National Bank.....	88,859.95
Fort Dearborn National Bank.....	86,122.08
Chicago National Bank.....	85,638.08
Globe National Bank.....	71,584.05
National Bank of Illinois.....	86,962.61
Total.....	\$440,170.56

REQUEST OF ILLINOIS TRUST AND SAVINGS BANK FOR PAYMENT OF INTEREST UNDER AGREEMENT FOR PURCHASE OF TAX-LEVY WARRANTS.

The Clerk presented a report from the Treasurer, with reference to and accompanied by communication, with statement from the Illinois Trust and Savings Bank, requesting remittance of interest under agreement of December 11, 1895, for the purchase of tax levy warrants, as set forth in the communication and statement; and the report was read.

Mr. Carter, seconded by Mr. Wenter, moved that the report be ordered printed and, with enclosures, referred to the Committee on Finance.

The motion prevailed unanimously,

and the report was ordered printed, and, with enclosures, so referred.

The following is

THE REPORT:

"CHICAGO, January 3, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The enclosed communication from the Illinois Trust and Savings Bank, in regard to the payment of interest, under their contract of December 11, 1895, I wish to submit to your Honorable Body for your information and for such action as may seem proper.

Very respectfully,

(Signed) MELVILLE E. STONE,
Treasurer.

By A. B. CLEGHORN,
Assistant Treasurer."

(Accompanied by communication and statement).

EXAMINATION OF BOOKS OF TREASURER
BY EXPERT ACCOUNTANT.

The Clerk presented a report from the Treasurer, requesting that an expert accountant be appointed to examine the books of the Treasury Department and report upon their condition; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be ordered printed and referred to the Committee on Finance, with power to act.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried and the report ordered printed and referred to the Committee on Finance with power to act.

The following is

THE REPORT:

"CHICAGO, Dec. 30, 1895.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—If it meets with your approval, I should be very glad to have you appoint an expert accountant to examine the books of the Treasurer's office, and report upon their condition.

Very respectfully yours,

(Signed) MELVILLE E. STONE,
Treasurer, Sanitary District."

NEW BOND OF TREASURER STONE.

The Clerk presented a report from the Treasurer, Mr. Melville E. Stone, accompanied by a new bond in the sum of two million (\$2,000,000) dollars, with James H. Pearson, James L. High, Elbridge G. Keith, Edson Keith, John A. King, John H. Witbeck, John R. Walsh, Fridolin Madlener, George Schneider, Walter L. Peck, Fritz Goetz and John Buehler as sureties; said report requesting the acceptance of said bond and the cancellation and return of bonds heretofore given; and the report was read.

In connection with the report and Treasurer's bond, by unanimous consent, Mr. Wenter, Chairman, presented a report from the Committee on Finance, recommending that said bond be accepted, approved and placed on file, and that the Clerk be directed to cancel and return the bonds previously given; and the report was read.

Mr. Mallette, seconded by Mr. Wenter, moved that the report of the Treasurer, enclosing bond, together with the report of the Committee on Finance, be ordered printed and laid over.

The motion prevailed unanimously, and it was so ordered.

The following is

THE TREASURER'S REPORT:

"CHICAGO, December 30, 1895.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg to transmit herewith, duly executed, a bond in the sum of two million dollars (\$2,000,000.00), such as is required of your Treasurer.

May I ask your approval of the same, and that the bonds heretofore given may be properly cancelled and returned to me.

Very respectfully yours,

(Signed) MELVILLE E. STONE,
Treasurer, Sanitary District."

(Accompanied by bond—\$2,000,000).

The following is

THE COMMITTEE'S REPORT:

"CHICAGO, Jan. 3, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance beg leave to report that they have examined the bond this day presented to

your Honorable Body by Mr. Melville E. Stone, Treasurer of the District, in the sum of two million (\$2,000,000) dollars, and find the sureties on said bond satisfactory.

We therefore recommend that said bond be accepted, approved and placed on file, and that the Clerk be directed to cancel and return to the Treasurer the bonds previously furnished by him, as requested in his report.

Respectfully submitted,

(Signed)

FRANK WENTER,

Chairman,

Z. R. CARTER,

J. P. MALLETT,

Committee on Finance."

REPORT ON BIDS FOR CONSTRUCTING REGULATING WORKS ON MAIN CHANNEL AT LOCKPORT, AND AWARDING OF CONTRACT.

Under the head of "Unfinished Business," the report of the Joint Committee on Engineering and Finance, with reference to the bids for the work of constructing Regulating Works on the Main Channel at Lockport, recommending the awarding of the contract for said work to Christie & Lowe, at the prices in their bid, with modifications as set forth in the report, and recommending the return to E. D. Smith & Co. and Shailer & Schniglaue Co. of the checks deposited with their bids, said report having been presented, ordered printed and laid over at the meeting held December 24, 1895, (page 3042 of the Proceedings), was taken up and again read.

Mr. Wenter, seconded by Mr. Kelly, moved that the report be adopted and placed on file, the recommendations made therein concurred in, and the President and Clerk authorized and directed to execute the contract for said work, under conditions as provided in the report.

Mr. Braden, seconded by Mr. Jones, moved as an amendment that the report be referred to the Committee on Judiciary, to be presented with a financial statement to the General Counsel, for his opinion as to whether the Board have power to let the contract provided for, and report back to Board.

Mr. Mallette, seconded by Mr. Jones, moved as a substitute that the contract be awarded to Christie & Lowe, the lowest bidders, as provided in the report, and that the President and Clerk be authorized and directed to execute the contract, if, after a conference with

the General Counsel, he declared the action of the Board in awarding and directing the execution of the said contract be legal.

During the discussion, the President called Mr. Mallette to the Chair.

On roll-call, on the substitute motion of Mr. Mallette, the vote stood: Yeas—Messrs. Jones, and Mallette—two (2). Nays—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six (6). Excused and not voting—Mr. Braden—one (1).

Upon which result the President declared the motion to substitute lost.

On roll-call, on the amendment of Mr. Braden, the vote stood: Yeas—Messrs. Braden, Jones and Mallette—three (3). Nays—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six (6).

Upon which result the President declared the amendment lost.

On roll-call, on the original motion of Mr. Wenter, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—Mr. Braden—one (1).

Upon which result the President declared the motion carried, the report adopted and placed on file, the recommendations made therein concurred in, and the President and Clerk authorized and directed to execute the contract for said work, under conditions as provided in the report.

President Eckhart then resumed the Chair.

PURCHASE OF "UNION STOCK YARD AND TRANSIT COMPANY" LANDS.

Mr. Wenter, Chairman, presented a report from the Joint Committee on Finance and Engineering, with reference to the purchase from the Union Stock Yard and Transit Company of certain right of way lands in Cook County, and authorizing and directing the Clerk to pay for said right of way lands, on the voucher of the Attorney, as provided in the report; and the report was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed and placed on file, the recommendation made therein concurred in, and the Clerk authorized and directed to pay the Union Stock Yard and Transit Company, on the voucher of the Attorney, for said right of way lands, as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, the recommendation made therein concurred in, and the Clerk authorized and directed to pay the Union Stock Yard and Transit Co., on the voucher of the Attorney, for said right of way lands, as provided in the report.

The following is

THE REPORT:

“CHICAGO, Jan. 32, 1896.

To the Honorable Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Joint Committee on Finance and Engineering has reached an agreement with the Union Stock Yard and Transit Company for the purchase from it, for the corporate purpose of this District, of the lands hereinafter described, for the sum of four thousand (\$4,000) dollars.

Your Committee recommend that the Clerk of this District be authorized and directed to pay, on the voucher of the Attorney, to the said Union Stock Yard and Transit Company, the sum of four thousand (\$4,000) dollars, said sum to be in full payment and satisfaction for the following described real estate, to-wit:

That part of Lots seventeen (17) to thirty-two (32), both inclusive, of Block two (2) in Manchester, lying east of a line drawn from a point in the north line of said Lot thirty-two (32), sixty-one and five-tenths (61.5) feet west of the northeast corner thereof to a point in the south line of said Lot seventeen (17), fifty-three (53) feet west of the southeast corner thereof, said Manchester being a subdivision of that part lying north of the Illinois and Michigan Canal, of the east half ($\frac{1}{2}$) of the northeast quarter ($\frac{1}{4}$) of Section thirty-six (36), Township thirty-nine (39) north, Range thirteen (13), east of the Third Principal Meridian; situated in the City of Chicago, in the County of Cook, in the State of Illinois.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

Z. R. CARTER,
WM. BOLDENWECK,
J. P. MALLETTE,
THOMAS KELLY,

Joint Committee on Finance and Engineering.”

CLAIM OF THOMAS COLLINS FOR DAMAGE ON “PRESCOTT” LAND.

The Clerk presented a communication from Thomas Collins, of Lyons, Illinois, being claim for damage said to have resulted from the works of the District on the “Prescott” land, as set forth in the communication; and the communication was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the communication be ordered printed and referred to the Joint Committee on Judiciary and Finance.

The motion prevailed unanimously and the communication was ordered printed and so referred.

The following is

THE COMMUNICATION:

“LYONS, Ill., Dec. 27, 1895.

To the Honorable Board of Trustees of Drainage Canal:

GENTLEMEN—I have been in twice to see the Trustees about the damage done me on the Prescott estate in Lyons, near the Santa Fe bridge on the Desplaines River. I have been damaged now for three years, ever since the banking of the river commenced. The first year my hay was all trampled down by about sixty or seventy horses and mules; potatoes and corn stolen. I don't need to explain the situation in which I am placed by the shape that river is left in the flat. A great high bank on south side, which throws all the water to my side and floods my hay, keeps the water on so long that it kills the roots of the grass and I do not get on the best part one-third of a crop and one-half that is weeds, about one-third more all weeds, all on account of the way the bank is left half finished. Mr. Prescott told me I would have a fine corn field there. The drainage would make the bank and a way under the river to drain surface water, and there it stands, going from bad to worse. I have lost by the last flood all my corn and one and a half tons of hay in flat.

Corn, 350 shocks, \$122.00, at 35 cents a shock, sixty-four hills in each shock. Damage to hay land, three years, at \$150.00 each year, which is far below the value of the hay I lose every year. I am poor and cannot afford to lose it. I must pay my rent. Prescott is not

damaged, yet I am the one. Below is a list of damage done:

Corn	\$122 00
Hay in stack.	15 00
	<hr/>
	\$137 00
Damage to hay land, three years, at \$150 each year.....	450 00
	<hr/>
Total.....	\$587 00

Respectfully yours,

(Signed) THOS. COLLINS."

CLAIM FOR DAMAGES ON ACCOUNT OF
FLOODS ON SECTION F.

The Clerk presented a communication from Weir, McKechney & Co., Contractors for Section F, being notice of claim for damage said to have been caused by floods on Section F; and the communication was read.

Mr. Mallette, seconded by Mr. Boldenweck moved that the communication be ordered printed and referred to the Committee on Engineering.

The motion prevailed unanimously, and the communication was ordered printed and so referred.

The following is

THE COMMUNICATION:

"CHICAGO, Ill., Jan. 3rd, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—During the recent storms, which were unprecedented, owing to no fault of our own, Section F of the Main Drainage Channel of the Sanitary District became flooded to such an extent that the section is almost filled with water. We purpose proceeding to take the water out of the section and go on with our contract, but in doing so, we desire to notify you that we shall claim that the expense of this removal of water shall be borne by the Sanitary District of Chicago, and that in settlements to be made hereafter between us and the Sanitary District, we shall make a claim for the cost and expense of this removal, together with the cost and expense of restoring our machinery, that is now submerged, in as good working condition as it was prior to the flooding of Section F. Also the cost and expense of removing all the material washed into the excavation from the same cause, careful accounts of which will be kept by us. We write this letter in order that you may have notice of our claim, and further

that we may not waive any rights, if we have any, to make this claim in future settlements to be made with the Board.

Very truly yours,

(Signed) WEIR, MCKECHNEY & Co."

EMPLOYMENT OF GEORGE E. DAWSON AS
SPECIAL ATTORNEY.

Mr. Braden presented an order employing George E. Dawson, as Special Attorney to assist in the trial of the suits of the District now pending, and in such other matters as the Attorney may find his assistance desirable, as provided in the order; and the order was read.

Mr. Mallette, seconded by Mr. Braden, moved that the order be ordered printed and referred to the Committee on Judiciary.

The motion prevailed unanimously, and the order was ordered printed and so referred.

The following is

THE ORDER:

"WHEREAS, The retiring Attorney is especially familiar with the facts out of which the pending suits of the District have arisen, and his services will be necessary to the District in the trial of same; therefore, be it

Ordered, That Mr. George E. Dawson be and he is hereby employed as Special Attorney to assist in the trial of the suits of the District now pending, and in such other matters as the Attorney may find it desirable to have his assistance, and that bills for such services as are rendered shall, on approval of the Finance Committee, be paid by the Clerk on the voucher of the Attorney."

EMERGENCY FUND FOR CLERICAL DEPARTMENT.

Mr. Wenter presented an order authorizing and directing the Clerk to draw a warrant on the Treasurer, payable to the order of himself, in the sum of five hundred (\$500) dollars, said amount to be held as an Emergency Fund for the Clerical Department, as provided in the order; and the order was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the order

adopted, and the Clerk authorized and directed to draw Emergency Fund as provided therein.

The following is

THE ORDER:

“Ordered, That the Clerk of this District be and he is hereby authorized and directed to draw a warrant on the Treasurer, payable to his own order, in the sum of five hundred (\$500) dollars, to be held by said Clerk as an emergency fund, payable upon his individual check only from time to time as may seem advisable and the needs of the District may require, and to be charged to the account of the Clerical Department; any other order in conflict herewith being hereby repealed.”

EMERGENCY FUND FOR LAW DEPARTMENT.

Mr. Wenter presented an order, authorizing and directing the Clerk to draw a warrant on the Treasurer, payable to the order of the Attorney, in the sum of five hundred (\$500) dollars, said amount to be held as an Emergency Fund for the Law Department, as provided in the order; and the order was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the order adopted and the Clerk authorized and directed to draw Emergency Fund as provided therein.

The following is

THE ORDER:

“Ordered, That the Clerk of this District be and he is hereby authorized and directed to draw a warrant on the Treasurer, payable to the order of the Attorney, in the sum of five hundred (\$500) dollars, and deliver the same to said Attorney, to be held by him as an emergency fund, payable upon his individual check only, from time to time as may seem advisable and the needs of the District may require, and to be charged to the account of the Law Department; any other order in conflict herewith being hereby repealed.”

REPORT ON POSSIBLE REDUCTION OF ENGINEERING FORCE.

Mr. Boldenweck presented an order, directing the Chief Engineer to report to

the Committee on Engineering the number of men that can be dropped from the Engineering Department pay rolls without detriment to the department; and the order was read.

Mr. Boldenweck then moved the adoption of the order.

As a substitute, Mr. Jones presented an order, directing the Committee on Engineering to investigate and report certain facts with reference to the employees of the Engineering Department, and the number of employees that can consistently be dropped; and the order was read.

Mr. Jones, seconded by Mr. Carter, moved the adoption of the substitute order.

The motion prevailed unanimously, and the President declared the substitute order adopted.

The following is

THE ORIGINAL ORDER:

“Ordered, That the Chief Engineer report to the Committee on Engineering the number of men and the positions they hold who can be dropped from the pay rolls without detriment to the Engineering Department.”

The following is

THE SUBSTITUTE ORDER:

“WHEREAS, The expenses of constructing the Drainage Canal and maintaining the organization of the Sanitary District are borne exclusively by the taxpayers of the Sanitary District, thus suggesting to the Board of Trustees the duty of observing that principle of equity which demands that the employees of said District should, as far as compatible with the interests of the District, be residents and citizens of the said Sanitary District of Chicago; therefore, be it

Resolved, That the Committee on Engineering be directed to investigate and report to this Board the total number of employees of the Engineering Department of the Sanitary District who are not, or were not at the time of their appointment, citizens of said Sanitary District and of the State of Illinois, and to give in each instance the name and citizenship of said alien, or non-resident, and the reasons, if any, which governed the Chief Engineer in the preferment or selection of said alien or non resident employee.

Resolved, further, That the Committee

on Engineering be directed to report to this Board the number and names of employes of the Engineering Department who can be dropped, consistently with the interests of the District."

AMENDMENT TO RULE 38.

Mr. Jones presented an amendment to Rule 38, of the Rules of the Board of Trustees, with reference to employes of the Engineering Department; and the amendment was read.

Mr. Smyth, seconded by Mr. Jones, moved that the amendment be ordered printed and referred to the Committee on Rules.

The motion prevailed unanimously, and the amendment was ordered printed and so referred.

The following is

THE AMENDMENT:

"38. The Chief Engineer shall have

entire charge of the work of the Engineering Department, and shall organize and administer the same so as to secure a full record of the nature and cost of all operations and full responsibility of all employes. But no person shall be eligible to appointment or employment in the Engineering Department who is not a resident of the Sanitary District and a citizen of the State of Illinois; and no motion to suspend this rule shall be in order, except on the recommendation of the Committee on Engineering, accompanied by a statement in writing of the emergency demanding a departure from the rule."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Kelly, the Board then adjourned.

JAS. REDDICK,

Clerk.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

JANUARY 8, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The two hundred and ninety-seventh regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, January 8, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9) members, were present.

MINUTES.

The minutes of the regular meeting held January 1, 1896, and of the special meeting, held January 3, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Kelly.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

F. Mayer & Co. (blue printing).....	\$	52 50
John McCaffery, (rent, Brighton Park, December, 1895).....		25 00
Frank S. Amick, Agent, (rent, Corwith, December, 1895).....		15 00
J. M. Abbitt, (rent, Willow Springs, December, 1895).....		20 00
H. S. Norton, (rent, Lemont, December, 1895).....		18 00
O. W. Moon, (rent, Lockport, December, 1895).....		20 00

Norton & Co. (coal).....	\$ 24 00	
Wagner Bros. (boarding horse).....	24 00	
Chicago Towel Supply Company, (toweling).....	5 40	
C. S. Austin, (ice).....	12 00	
Joseph Carlin, (gauge reading, December, 1895).....	10 00	
E. Hastings, (gauge reading, December, 1895).....	10 00	
Wm. Kirkham, (gauge reading, December, 1895).....	10 00	
Wm. McGinnis, (gauge reading, December, 1895).....	10 00	
Mary Rusk, (gauge reading, December, 1895).....	10 00	
J. C. Schwerdt, (gauge reading, December, 1895).....	3 00	
Isham Randolph, (traveling).....	82 80	
E. R. Shnable, (traveling and expense).....	8 25	
H. B. Alexander, (traveling and expense).....	17 31	
C. L. Harrison, (traveling and expense).....	55 17	
C. L. Harrison, (traveling and expense).....	21 30	
W. T. Keating, (traveling and expense).....	37 82	
		\$ 491 55

ENGINEERING DEPARTMENT.

**Construction Account—*

Griffiths & McDermott, (Section 1, January 1, 1896).....	\$16,116 00	
McArthur Brothers, (Section 2, January 1, 1896).....	3,290 00	
Gilman & Company, (Section 3, January 1, 1896).....	2,128 00	
McArthur Brothers, (Section 4, January 1, 1896).....	5,659 50	
The Qualey Construction Company, (Section 5, January 1, 1896)....	2,857 75	
Mason, Hoge & Co. (Section 6, January 1, 1896).....	8,360 63	
Mason, Hoge & Co. (Section 7, January 1, 1896).....	5,402 25	
Mason, Hoge, King & Co. (Section 8, January 1, 1896).....	4,120 59	
Mason, Hoge & Co. (Section 13, January 1, 1896).....	196 21	
Smith & Eastman, (Section 14, January 1, 1896).....	6,643 00	
Wright, Meysenburg, Sinclair & Carry, (Section 15, January 1, 1896)	413 00	
Heldmaier & Neu, (Section A, January 1, 1896).....	7,230 87	
Heldmaier & Neu, (Section B, January 1, 1896).....	1,795 50	
Western Dredging and Improvement Company, (Section C, January 1, 1896).....	1,418 81	
E. D. Smith & Co. (Section D, January 1, 1896).....	2,637 14	
Angus & Gindele, (Section E, January 1, 1896).....	7,725 38	
Gahan & Byrne, (Section G, January 1, 1896).....	11,586 29	
Gahan & Byrne, (Section H, January 1, 1896).....	9,159 62	
Christie & Lowe, (Section I, January 1, 1896).....	284 38	
Christie & Lowe, (Section K, January 1, 1896).....	328 13	
The Heidenreich Company, (Section M, January 1, 1896).....	598 11	
Hayes Brothers et al. (Section N, January 1, 1896).....	2,813 48	
McMahon and Montgomery Company et al. (Section O, January 1, 1896).....	2,043 90	
Mason, Hoge & Co. (Section 6, Extra work—Embankment, levee and riprap, December 31, 1895).....	275 93	
Mason, Hoge & Co. (Section 6, Extra work—Repairing levees, December 31, 1895— <i>Final</i>).....	462 05	
Mason, Hoge & Co. (Section 7, Extra work—Embankment, levee, riprap, dimension stone, December 31, 1895).....	134 72	
Mason, Hoge & Co. (Section 7, Extra work—Repairing levee, December 31, 1895— <i>Final</i>).....	693 08	
		\$104,374 32
Grand total.....		\$104,865 87

*Paid by warrants, with interest coupons attached, drawn against the tax levy of 1895.

Mr. Mallette, seconded by Mr. Carter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, (*except as to Construction voucher for Angus & Gindele, on Section E, S7, 25.38*), Kelly, (*except as to vouchers for Joseph Carlin, E. Hastings, Wm. Kirkham, Wm. McGinnis Mary Rusk and J. C. Schwerdt, for gauge reading*), Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending January 4, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, January 8, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending January 4,

1896, as the same have been reported to me:

Engineering department.....	112
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	35
Telephone operator.....	1
Towpath force.....	2
Total employes.....	162

Respectfully submitted,

(Signed)

JAS. REDDICK,

Clerk.”

REPORT ON SUNDRY DEPOSITS MADE BY CLERK WITH TREASURER.

The Clerk presented a report, accompanied by eleven (11) enclosures, being special receipts for moneys received from various sources and deposited with the Treasurer of the District, as set forth in the report.

The report was read, and, by unanimous consent, was ordered printed, and, with enclosures, placed on file.

The following is

THE REPORT:

“CHICAGO, Dec. 31, 1895.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith for filing eleven (11) special receipts from the Treasurer of the District for moneys received by me from various sources, and deposited to the credit of the District, as follows:

DATE.	RECEIVED FROM	FOR	ACCOUNT.	AMOUNT.
Feb. 23, 1895.	Isham Randolph, Chief Eng...	Boring machine.	Engineering...	\$ 100 00
April 13, 1895.	A. C. McClurg & Co.....	Histories	General.....	24 00
April 30, 1895.	Western D. & I. Co.....	Rent.....	General.....	150 00
May 20, 1895.	McArthur Bros. Co.....	Rent.....	General.....	150 00
June 8, 1895.	E. P. Whelan.....	Ice House.....	Law-Land.....	175 00
July 30, 1895.	Heldmaier & Neu.....	Rent.....	General.....	95 00
Oct. 31, 1895.	Meyer & Soffel.....	Boring machine.	Engineering...	115 00
Nov. 20, 1895.	Western D. & I. Co.....	Rent.....	General.....	150 00
Nov. 20, 1895.	McArthur Bros. Co.....	Rent.....	General.....	150 00
Nov. 20, 1895.	Heldmaier & Neu.....	Rent.....	General.....	107 50
Nov. 20, 1895.	A. C. McClurg & Co.....	Histories.....	General.....	8 00

Total..... \$1,224 50

Respectfully submitted,

(Signed)

THOS. F. JUDGE,

(Eleven (11) enclosures.)

Clerk.”

SUSPENSION OF CLAUSE "J" ON CONTRACT FOR SECTION A.

The Clerk presented a report from the Chief Engineer; requesting authority to suspend Clause "J" of the contract for Section A, for which Heldmaier & Neu are contractors, for the reasons as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be ordered printed and placed on file, and the authority requested therein, for the suspension of Clause "J," granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight (8). Nays—Mr. Smyth—one (1).

Upon which result the President declared the motion carried, the report ordered printed and placed on file, and the authority requested therein, for the suspension of Clause "J," granted.

The following is

THE REPORT:

"CHICAGO, Jan. 8, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Clause "J" has now been suspended upon all the contract sections of this work except Section A. I have expressed myself as unwilling to recommend its suspension on this section heretofore upon the sole ground of there having been a large amount of soft material removed therefrom at a cost which ought to have left a large margin of profit to these contractors.

Since this question was last considered by you I have made a personal examination of the equipment and the condition of the work upon the section, and as a result I feel that justice to Messrs. Heldmaier & Neu requires that I should report the fact that this section now has an ample equipment of tools and machinery, the value of which must closely approximate \$90,000, which, operated with the energy and good management which has characterized these contractors ever since they entered upon the work of this District, warrants me in believing that they will finish the work within the limit of time set by their contract. I therefore respectfully recommend that I be authorized to suspend Clause "J" upon this section and return the amount reserved under it in the next current estimate.

The amount of the 12½ per cent. reservation on this section now retained by this District is \$44,923.70.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

APPOINTMENT OF PRINCIPAL ASSISTANT ATTORNEY.

The Clerk presented a report from the Attorney, nominating Mr. Willard M. McEwen for the position of Principal Assistant Attorney, and asking that the nomination be confirmed; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed and placed on file, and the nomination of Mr. Willard M. McEwen, as provided therein, confirmed.

Mr. Jones, seconded by Mr. Wenter, moved, as a substitute, that the report be ordered printed and referred to the Committee on Judiciary.

On roll-call, on the motion to substitute, the vote stood: Yeas—Messrs. Jones, Smyth and Wenter—three (3). Nays—Messrs. Boldenweck, Braden, Carter, Eckhart and Mallette—five (5). Excused and not voting—Mr. Kelly—one (1).

Upon which result the President declared the motion to substitute lost.

On roll-call on the original motion of Mr. Mallette, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart and Mallette—five (5). Nays—Messrs. Jones, Kelly, Smyth and Wenter—four (4).

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, and the nomination of Mr. Willard M. McEwen, as provided therein, confirmed.

The following is

THE REPORT:

"CHICAGO, January 8, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Subject to your confirmation, I hereby appoint Willard M. McEwen, Principal Assistant Attorney, as provided for by paragraph two of Rule 54.

Respectfully submitted,

(Signed) CHARLES S. DENEEN,
Attorney."

REPORT ON REQUEST OF ILLINOIS TRUST
AND SAVINGS BANK FOR PAYMENT OF
INTEREST UNDER AGREEMENT FOR
PURCHASE OF TAX LEVY WARRANTS.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, with reference to and accompanied by report from the Treasurer, enclosing communication (with statement), from the Illinois Trust and Savings Bank, requesting remittance of interest under agreement of December 11, 1895, for the purchase of tax levy warrants, presented and referred to that Committee at the meeting held January 3, 1896, (page 3071 of the Proceedings); said report authorizing and directing the Clerk to pay the Illinois Trust and Savings Bank interest to January 1, 1896, as provided in the report; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, ordered printed, and, with enclosures, placed on file, the recommendation made in the report concurred in, and the Clerk authorized and directed to pay interest, as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, with enclosures, placed on file, the recommendation made in the report concurred in, and the Clerk authorized and directed to pay interest, as provided in the report.

The following is

THE REPORT:

"CHICAGO, January 8, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Finance, to whom was referred at the meeting held January 3, 1896, (Page 3071 of the Proceedings) the report of the Treasurer, accompanied by communication, with statement, from the Illinois Trust and Savings Bank, requesting remittance of interest under agreement of December 11, 1895, for the purchase of tax levy warrants, respectfully report that they have examined the report and interest statement, and find the amount of interest due under the agreement, on January 1, 1896, was \$1,866.98, for which amount your Committee recommend that the Clerk of this District be authorized and directed to draw a warrant on the Treasurer, payable to the order of the

Illinois Trust and Savings Bank, to be charged to the Interest Account of the District and to be drawn from funds heretofore appropriated on October 9, 1895, for the payment of interest on tax levy warrants.

The report, communication and statement, together with a later corrected statement, are transmitted herewith for filing.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman,
Z. R. CARTER,
J. P. MALLETTE,
Committee on Finance."

(Four (4) enclosures.)

REPORT ON CLAIM FOR DAMAGES ON AC-
COUNT OF FLOODS ON SECTION F.

Mr. Boldenweck, Chairman, presented a report from the Committee on Engineering, with reference to and accompanied by communication from Weir, McKechney & Co., contractors for Section F, being notice of claim for damage said to have been caused by floods on said section; presented and referred to that Committee at the meeting held January 3, 1896, (page 3075 of the Proceedings), recommending that said claim be not considered; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed, and, with enclosure, placed on file, and the recommendation made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, with enclosure, placed on file, and the recommendation made in the report concurred in.

The following is

THE REPORT:

"CHICAGO, Jan. 7, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago;*

GENTLEMEN—Taking up the communication of Weir, McKechney & Co., referred to us by you on the 3rd inst., (Page 3075 of the Proceedings) we have to report as follows:

The contract for this section in Clause

10 provides that "said contractor shall build all or any levees, in addition to that specified, which may be necessary to protect the work provided for in this contract during the progress of the same, and should flooding occur either before or after the building of any such levees, or before or after the building of any levee specified herein, the said contractor is to pay and sustain any and all expenses to which he may be put because of such flooding." This clause of the contract is a sufficient bar to the claims set up by these contractors, but the position of the District in denying any consideration to the claims is rendered unassailable by the facts laid before us by the Chief Engineer, who states that at the time this section passed into the hands of these contractors, on a reletting, it was amply protected from flooding by an inner levee, which the original contractors had built for its security. This levee was cut away and removed by Weir, McKechney & Co. and that too in the face of warnings by the Assistant Engineer in charge of the work, who called their attention to the risk which they took in thus leaving themselves without protection. In view of the facts herein presented, we recommend that none of the claims of the said Weir, McKechney & Co., outlined in their communication, be considered by you, and we return the said communication for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

Z. R. CARTER,
J. P. MALLETT,
THOMAS KELLY,
ALEX. J. JONES.

Committee on Engineering."

(One (1) enclosure.)

REPORT ON MEASUREMENT OF MASONRY
ON SECTIONS 6, 7, 8, 12 AND 13.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to and accompanied by two communications from Mason, Hoge & Co. and Mason, Hoge, King & Co., making objection to the method of measuring masonry on Sections 6, 7, 8, 12 and 13, presented and referred to that Committee at the meeting held November 20, 1895, (page 2941 of the Proceedings), transmitting report of the Chief Engineer to the Committee on the subject; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, with accompanying report, ordered printed and, with all enclosures, placed on file.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the report adopted, with accompanying report, ordered printed, and, with all enclosures, placed on file.

The following is

THE REPORT:

"CHICAGO, January 8, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—In regard to the two communications from Mason, Hoge & Co. and Mason, Hoge, King & Co., making objection to the method of measuring masonry on Sections 6, 7, 8, 12 and 13, presented to your Honorable Body and referred to the Joint Committee on Engineering and Finance at the meeting held November 20, 1895, (Page 2941 of the Proceedings), your Committee respectfully report that they have considered the questions raised by the communications, and have conferred with the Attorney and Chief Engineer in the matter.

There is submitted herewith as a part of this report, a report from the Chief Engineer to the Committee, enclosing copy of letter to Assistant Engineer Harrison, which, in the opinion of your Committee, fully covers the objections made by the contractors.

In view of the facts as therein stated, your Committee are unable to concede the propriety of the attitude of these contractors, and therefore return the communications herewith, with the recommendation that same be placed on file.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

J. P. MALLETT,
ALEX. J. JONES,
THOMAS KELLY,
Z. R. CARTER,
FRANK WENTER,

Joint Committee on Engineering and Finance."

(Two (2) enclosures).

"CHICAGO, Jan. 7, 1896.

To the Joint Committee on Engineering and Finance:

GENTLEMEN—Pursuant to your request for information bearing upon the claims of Mason, Hoge & Co., and Mason, Hoge, King & Co., for extra compensation for what they term in their communication "veneering," in retaining wall construction, the question involved has had my careful consideration, and my conclusions are set forth in a letter addressed to Assistant Engineer Charles L. Harrison, under date of March 22d, 1895, a copy of which letter I transmit herewith.

The questions to be determined are whether the specifications require the removal of sound rock from foundations and the substitution of masonry therefor, involving a payment first for the good rock removed, and second, a payment for the masonry which would replace it. My conclusions are adverse to the claims of the contractors.

Respectfully submitted,

(Signed)

ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, March 22, 1895.

Charles L. Harrison Esq., Assistant Engineer:

DEAR SIR—Taking up the question of retaining wall construction brought to our notice by the request of Mason, Hoge & Co., for a ruling on the specifications as applied to their work, I have given this question careful consideration and my conclusions are as follows: The supplemental contract transmitted to the Board December 12th, 1894, (Pages 2347-8 of Proceedings), refers to the contract and specifications of the Main Channel for all the details governing the preparation of foundations and the dimensions of wall construction, therefore that specification must form the ground work or text of any ruling in the premises. That portion of these specifications with which we have to do now is found in the printed form in the last three lines of page 19 and the first nine lines on page 20, as follows: "If the bottom of the channel is in rock, the retaining walls are to be founded upon the surface of the rock. Before beginning the construction of the wall, the surface of the rock is to be cleared of earth and foreign substances, and all loose and soft rock is to be removed for the full width of its base, that the wall may be founded upon a clean, solid stratum. If this stratum

of natural rock inclines towards the Main Channel with such an inclination and in such a manner as, in the opinion of the Engineer, to render the footing of the wall liable to slip on the same, then the contractor shall excavate the top surface of the rock parallel with and beneath the proposed wall in accordance with the directions of the Engineer, so as to effectively remove all liability of slipping. The walls in all cases are to be built to a height of five feet above datum. Their thickness at the top shall be four (4) feet, and at the bottom they shall have a thickness equal to one-half of their total height; provided that their thickness at the bottom shall never be less than their top thickness plus their total batter. At no point is their thickness to be less than one-half their height."

It is clear from this that when a suitable stratum of rock for foundation purposes is reached that it shall be cleared of all loose and soft rock to the full width of its base. If, however, when removing the loose and soft rock, a solid, sound, and clean stratum is found superimposed upon the ledge from which it seemed proper to start the wall, judging by the conditions first exposed to view, there is nothing in the specifications to require its removal, and here the judgment of the Engineer must come into play to prevent a useless expenditure of labor and the erection of wall to replace good material removed, which would do violence to sound discretion and a proper regard for economy in the construction of the work.

What applies to the first superimposed ledge would apply to the second and so on as far as sound and suitable ledges are encountered.

We now come to the question of the width of the walls, which amounts to a change of plan. These walls were designed to protect the channel and prevent material of any kind outside of its prism from sliding in and choking it, and when it is found that the adjacent formation is of rock without any tendency to slide, then all that is necessary in these pockets is to build out to the fair line of the channel a wall of such thickness as the space between the said fair face and the adjacent rock formation will admit of, even though the prescribed dimensions set forth in the specifications be greatly reduced. If it be found that this space is so narrow that a wall of such thickness as could be built, without blasting and removing a portion of the rock in its rear, would not stand up under the conditions to be

met, then such a wall must be omitted altogether. The discretion invested in the Engineer by the contract must be used in such a way as to save this District from all expense growing out of useless construction.

While no undue hardship should be forced upon the contractor, and against this it is as much the duty of the Engineer to guard as it is his duty to protect the interests of this District, yet no technicality should be construed in his favor which does violence to the good judgment and equitable sense of the Engineer. In limitation of the clause requiring the thickness of the wall at any point in its height to be one-half of the total height of the wall above that point is Section 21, page 23 of the contract, which provides for changes in plan, as follows:

"In addition to the reservations herebefore made, the Sanitary District reserves the right to make alterations in the line, grade, plan, form, dimensions or material of the work herein provided for, either before or after the beginning of construction; provided, that if alterations are made the general character of the work as a whole is not thereby changed. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of work actually done, and at prices and rates established for such work under this contract. Notice of any change of plan must be given the contractor in writing, and it is expressly agreed that no alterations, or additions, or extra work are to be paid for unless directed in writing."

You should be careful to give the contractor written notice of change of plan in each particular instance, as provided for in this clause, and to forward copy to the Chief Engineer.

To sum up my conclusions, no unnecessary wall should be built and no claim for work which has not been done will be allowed.

Yours truly,

(Signed)

ISHAM RANDOLPH,

Chief Engineer."

COMMUNICATION ON CONDITION OF ROMEO HIGHWAY.

The Clerk presented a communication

from the Highway Commissioners of the Town of DuPage, concerning damage to the Romeo highway, said to have been caused by the works of the District, and with reference to the condition of said highway; and the communication was read.

Mr. Wenter, seconded by Mr. Mallette, moved that the communication be ordered printed and referred to the Joint Committee on Engineering, Finance and Judiciary.

The motion prevailed unanimously, and the communication was ordered printed and so referred.

The following is

THE COMMUNICATION:

"DU PAGE, January 6, 1896.

B. A. Eckhart, President of the Sanitary District of Chicago:

We wish to call the attention of your Honorable Board to the public highway at Romeo, in regard to the damage caused by turning the river current to the east side of the island by straightening the river bed and also the levee, which narrows up the channel so as to overflow the public highway and to make the same impassable at times.

Also the grade to your bridge, which is blue clay, and when it rains it is next to impossible to travel it afoot or with a team.

We want your Honorable Board to gravel the same and make it so it will be in a state so that the public can travel it at all times. We want the District to raise the road so the water wont overflow the road, and also to put in a bridge to take the volumes of water they have caused by turning the current of the river on the east side of the island, which causes twice as much water to come that way as did in former times.

Mr. Weston made an agreement to put the road back on the public highway by the first of August, 1895, and build the same so it would be acceptable to the Highway Commissioners of the Town of Du Page, which he failed to do. Now we ask your Honorable Board to attend to the same and act on this at the earliest possible opportunity, for it has got to be repaired right away. We will meet Mr. Wenter or any of the Board at the Police Station in Romeo to settle the matter with them, if you will notify us.

January 8,]

—3056—

[1896.

Hoping to hear from you soon, we
remain,

(Signed)

JOHN R. DAWSON,

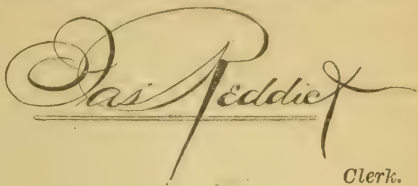
THOMAS FARRELL,

Highway Commissioners.

S. E. HEEG, *Town Clerk.*"

ADJOURNMENT.

On motion of Mr. Smyth, seconded by
Mr. Braden, the Board then adjourned.



S. E. Heeg

Clerk.

January 8,]

—3087—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

JANUARY 15, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The two hundred and ninety-eighth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, January 15, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9) members, were present.

MINUTES.

The minutes of the regular meeting held January 8, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Boldenweck.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 525, Engineering Department, (typewriting machine)..	\$100 00
No. 526, Engineering Department, (sundry supplies).....	359 00
No. 1065, Clerical Department, (stationery)	67 20
Total.....	<u>\$526 20</u>

Mr. Mallette, seconded by Mr. Kelly, moved that Requisition No. 525, for the Engineering Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 525, for the Engineering Department, as read and shown above, allowed.

Mr. Boldenweck, seconded by Mr. Mallette, then moved that Requisitions No. 526, for the Engineering Department, and No. 1065, for the Clerical Department, as read and shown above, be referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously, and Requisitions No. 526, for the Engineering Department, and No. 1065, for the Clerical Department, as read and shown above, were so referred.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending January 11, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, January 15, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending January 11, 1896, as the same have been reported to me:

Engineering department.....	112
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	34
Towpath force.....	2
Telephone operator.....	1
Total employes.....	<u>161</u>

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

CONTINUATION OF HISTORY OF DISTRICT.

The Clerk presented a report, transmitting to the Board for such action as it deem proper, an order instructing the Committee on Ceremonies to have prepared a continuation of the history of the "Drainage Channel and Waterway," presented and referred to the Committee on Ceremonies at the meeting held May 16, 1894, (page 1953 of the Proceedings); and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be ordered printed,

and, with accompanying order, referred to the Committee on Finance.

The motion prevailed unanimously, and the report was ordered printed, and, with accompanying order, so referred.

The following is

THE REPORT:

"CHICAGO, January 15, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—At the meeting held May 16, 1894, (page 1953 of the Proceedings), an order was presented to your Honorable Body and referred to the Committee on Ceremonies, said order instructing said Committee to have prepared a continuation of the history of the "Drainage Channel and Waterway," from the inauguration of the work on the Main Channel to the present time, covering certain topics suggested in the order.

As the Committee to whom the matter was referred was the one appointed at the time the first ground was broken in September, 1892, and no longer exists, I transmit said order herewith for such action as the Board may deem proper.

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

(One (1) enclosure.)

ANNUAL REPORT OF TREASURY DEPARTMENT FOR 1895.

The Clerk presented the Annual Report of the Treasury Department, (accompanied by three (3) tables and six (6) certificates) for the year ending December 31, 1895; and the report was read.

Mr. Mallette, seconded by Mr. Kelly, moved that the report, with accompanying tables and certificates, be ordered printed and referred to the Committee on Finance.

The motion prevailed unanimously, and the report, with accompanying tables and certificates, was ordered printed and so referred.

The following is

THE ANNUAL REPORT, WITH ACCOMPANYING TABLES, ETC.:

"CHICAGO, January 9, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit, in ac-

cordance with the Rules of your Honorable Body, the Annual Report of this Department for the year ending December 31, 1895.

The tabulated statement following shows the receipts and disbursements of your Treasurer's office during the year 1895, and a balance on hand, at the close, of four hundred and forty thousand one

hundred seventy and fifty-six one-hundredths (\$440,170.56) dollars.

Respectfully submitted,

(Signed) MELVILLE E. STONE,
Treasurer of the Sanitary District of Chicago."

(Accompanied by three (3) tables and six (6) certificates.)

"SUMMARY.

SANITARY DISTRICT OF CHICAGO—RECEIPTS AND DISBURSEMENTS—1895.

Receipts.

Balance on hand January 1, 1895.....	\$1,318,520 19
Bond Account (including premium and accrued interest). \$4,022,095 89	
Tax Account.....	1,173,750 05
Interest Account (interest on monthly bank balances) ...	48,093 13
General Account.....	1,844 50
Engineering Department.....	681 08
Engineering Department—Construction Account	1,513 98
Law Department.....	1,500 00
Law Department—Land Account.....	10,175 00
Total.....	5,259,653 63
Grand total	<u>\$6,578,173 82</u>

Disbursements.

Clerical Department.....	\$ 10,956 78
Treasury Department.....	2,050 51
Engineering Department.....	175,266 93
Engineering Department—Construction Account.....	4,544,212 25
Law Department.....	40,045 48
Law Department—Land Account.....	117,437 47
Police Department.....	47,824 42
General Account.....	56,459 42
Bond Account.....	600,000 00
Bond Interest and Premium Account.....	543,750 00
Total.....	\$6,138,003 26
Balance on hand December 31, 1895.....	440,170 56
Grand total.....	<u>\$6,578,173 82</u>

The balance of \$440,170.56, on hand December 31st, 1895, is distributed among six banks, and a certificate from each, certifying the amount on deposit in each bank at the close of the year, is hereto attached and made a part of this report.

Of the \$440,170.56 on hand, \$272,500.00 is the balance of the appropriation of \$1,000,000.00 made by ordinance of October 9th, 1895, for the payment of District bonds and interest, leaving the net available cash balance \$167,670.56.

Respectfully submitted,

(Signed)

MELVILLE E. STONE,

Treasurer."

(CERTIFICATES.)

"THE CHICAGO NATIONAL BANK, }
January 6th, 1896. }

Melville E. Stone, Treasurer, Sanitary
District, Chicago:

This is to certify that at the close of business December 31st, 1895, the balance of the Sanitary District, subject to check, was \$85,688.08.

Yours truly,

(Signed) T. M. JACKSON,
Assistant Cashier."

"The American Trust & Savings Bank, }
CHICAGO, ILL., Jan. 6th, 1896. }

M. E. Stone, Treasurer, Sanitary District
of Chicago:

DEAR SIR—This is to certify that at the close of business December 31st, 1895, there was standing to the credit of the Sanitary District of Chicago the sum of \$21,003.79.

Respectfully yours,

(Signed) J. R. CHAPMAN,
Cashier."

"The Metropolitan Nat. Bank of Chicago, }
CHICAGO, Jan. 6th, 1896. }

M. E. Stone, Treasurer, Sanitary District,
Chicago:

DEAR SIR—The balance to your credit on the books of this bank at the opening of business January 1st, 1896, was eighty-eight thousand eight hundred fifty-nine ninety-five one-hundredths (\$88,859.95) dollars.

The above balance is after deducting check \$100,000, dated December 31st, 1895, which was paid by us on January 2, 1896.

Very truly,

(Signed) H. H. HITCHCOCK,
Cashier."

"FORT DEARBORN NATIONAL BANK, }
CHICAGO, Jan. 6th, 1896. }

M. E. Stone, Treasurer, Sanitary District,
Chicago:

DEAR SIR—The balance to your credit on the books of this bank at the close of business December 31, 1895, was eighty six thousand one hundred twenty-two and eight one-hundredths dollars. This balance being, however, after deducting check

for \$100,000.00, dated December 31, 1895, and paid by us January 2, 1896.

Truly yours,

(Signed) L. A. GODDARD,
Cashier."

"THE GLOBE NATIONAL BANK, }
CHICAGO, Dec. 31, 1895. }

Melville E. Stone, Treasurer, City:

DEAR SIR—This is to certify that at the close of business this day there was to your credit as Treasurer of the Sanitary District of Chicago, on the books of this bank, seventy-one thousand five hundred eighty-four five one-hundredths (\$71,584.05) dollars.

Yours truly,

(Signed) D. A. MOULTON,
2d Vice President."

"THE NATIONAL BANK OF ILLINOIS, }
CHICAGO, Jan. 13th, 1896. }

Sanitary District of Chicago, City:

DEAR SIR—We hereby certify that your balance with us at close of business December 31, 1895, was \$188,932.61. On January 2d, 1896, we paid your check for \$100,000.00, same being dated December 31st, 1896.

Yours truly,

(Signed) HENRY D. FIELD,
Assistant Cashier."

APPOINTMENT OF SECOND AND THIRD ASSISTANT ATTORNEYS AND LAW DEPARTMENT EMPLOYEES.

The Clerk presented a report from the Attorney, nominating William Frederick Carroll for the position of Second Assistant Attorney and William U. Riley for the position of Third Assistant Attorney, and making certain clerical appointments in the Law Department, all as provided in the report, and asking that the nominations be confirmed; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed and placed on file, and the nominations and appointments as set forth therein, confirmed.

As a substitute for the motion of Mr. Mallette, Mr. Jones presented the following

ORDER:

"Ordered, That the nominations by the Attorney be referred to the Committee

on Judiciary, with instructions to investigate and report to the Board whether the non-partisan traditions of this Board are being observed by the Attorney in the selection of his assistants, and whether the two political parties, whose representatives make up this Board, are being treated with that spirit of equity contemplated by the law creating the Board and conscientiously observed in the Legal Department during the last administration of the Board of Trustees."

Mr. Jones, seconded by Mr. Smyth, moved the adoption of the substitute order.

On roll-call the vote stood: Yeas—Messrs. Jones, Smyth and Wenter—three (3). Nays—Messrs. Boldenweck, Braden, Carter, Eckhart and Mallette—five (5). Excused and not voting—Mr. Kelly—one (1).

Upon which result the President declared the motion lost.

On roll-call, on the motion to confirm the nomination of William Frederick Carroll, as Second Assistant Attorney, as provided in the report, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart and Mallette—five (5). Nays—Messrs. Jones, Kelly, Smyth and Wenter—four (4).

Upon which result the President declared the motion carried, and the nomination of William Frederick Carroll, as Second Assistant Attorney, as provided in the report, confirmed.

On roll-call, on the motion to confirm the nomination of William U. Riley, as Third Assistant Attorney, as provided in the report, the vote stood: Yeas—Messrs. Messrs. Boldenweck, Braden, Carter, Eckhart and Mallette—five (5). Nays—Messrs. Jones, Kelly, Smyth and Wenter—four (4).

Upon which result the President declared the motion carried, and the nomination of William U. Riley, as Third Assistant Attorney, as provided in the report, confirmed.

On roll-call, on the motion to confirm the clerical appointments in the Law Department, as provided in the report, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart and Mallette—five (5). Nays—Messrs. Jones, Kelly, Smyth and Wenter—four (4).

Upon which result the President declared the motion carried, the report ordered printed and placed on file, and the clerical appointments in the Law

Department, as provided therein, confirmed.

The following is

THE REPORT:

"CHICAGO, January 15, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Subject to your confirmation I hereby appoint William Frederick Carroll, Second Assistant Attorney, vice Wilson G. Stanford, resigned, at a salary of \$2,000 per annum, as provided for by paragraph three of Rule 54.

I also appoint, subject to your confirmation, William U. Riley, Third Assistant Attorney, vice Thomas B. Lantry, resigned, at a salary of \$1,800 per annum, as provided for by paragraph four of Rule 54.

I also appoint, subject to your confirmation, Samuel M. Dickson to succeed himself as clerk, and Joseph B. Edwards to succeed himself as assistant clerk, and Miss Emily H. Selby to succeed herself as typewriter and stenographer in this department, at the salaries received by them respectively, as provided for by paragraph five of Rule 54.

Respectfully submitted,

(Signed) C. S. DENEEN,
Attorney."

REPORT ON REQUISITION NO. 805.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary, with reference to and accompanied by Requisition 805, for the Law Department, presented and referred to that Committee at the meeting held January 3, 1896, (page 3048 of Proceedings), recommending that said requisition be allowed; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, ordered printed and placed on file, the recommendation made therein concurred in, and the accompanying requisition allowed.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, the recommendation made therein concurred in, and the accompanying requisition allowed.

The following is

THE REPORT:

"CHICAGO, January 15, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Judiciary, to whom was referred at the meeting of your Honorable Body held January 3, 1896, (page 3048 of the Proceedings) Requisition No. 805, for the Law Department, for office supplies, amounting to \$100.64, respectfully return said requisition herewith, and recommend that the same be allowed.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman,

ALEX. J. JONES,

JOS. C. BRADEN,

Committee on Judiciary."

(One (1) enclosure).

REPORT ON CLAIM OF PROVIDER COMPANY FOR BOARDING EMPLOYEES ON SECTION 14.

Mr. Mallett, Chairman, presented a report from the Joint Committee on Judiciary and Finance, with reference to and accompanied by communication from the Provider Company, being claim for board said to have been furnished employes on Section 14, presented and referred to that Committee at the meeting held November 13, 1895 (page 2931 of the Proceedings) recommending that said claim be not considered; and the report was read.

Mr. Mallett, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed, and, with enclosure, placed on file, and the recommendation made in the report concurred in.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, Jan. 15, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Judiciary and Finance, to whom was referred at the meeting held November 13, 1895, (page 2931 of the Proceedings) a communication from the Provider Company, being claim for board said to have been

furnished employes on Section 14, beg to report as follows:

Your Committee referred the matter of said claim to the Attorney, and have received an opinion from him to the effect "that the Provider Company, by its own action, has precluded the District from interfering in its behalf, even if otherwise the District might have done so, which is hardly possible;" that "the Provider Company does not show any privity of contract between itself and Smith & Eastman. It is simply a victim of misplaced confidence."

In view of this opinion, your Committee return the claim of the Provider Company herewith for filing, and recommend that the same be not considered by your Honorable Body.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.

ALEX. J. JONES,

JOS. C. BRADEN,

FRANK WENTER,

Z. R. CARTER,

Joint Committee on Judiciary and Finance."

(One (1) enclosure.)

PETITION REQUESTING RETENTION OF CHIEF ENGINEER.

The Clerk presented a petition, signed by Messrs. John R. Walsh, Lyman J. Gage and others, requesting the retention of the present Chief Engineer of the District, as set forth in the petition; and the petition was read.

Mr. Jones, seconded by Mr. Boldenweck, moved that the petition be ordered printed and referred to the Committee on Engineering.

The motion prevailed unanimously, and the petition was ordered printed and so referred.

The following is

THE PETITION:

"CHICAGO, January 2, 1896.

*To the Honorable the Board of Trustees
for the Sanitary District of Chicago:*

GENTLEMEN—The undersigned taxpayers of the City of Chicago, feeling a deep interest in the work you have in charge, feel that they may with some propriety suggest to you the wisdom of retaining the present Chief Engineer in charge of the service he has so admirably

directed up to this time. We are very strongly impressed that any change in the head of the Engineering Department at this time would be most unfortunate, and could not fail to disturb in large measure the confidence which the people of the Sanitary District now happily entertain for the Sanitary Board and its entire management.

(Signed) Respectfully yours,
 JOHN R. WALSH, LYMAN J. GAGE,
 JOHN C. BLACK, JNO. J. MITCHELL,
 ERNEST A. HAMILL, J. J. P. ODELL,
 H. F. EAMES, E. G. KEITH,
 N. W. HARRIS, W. C. D. GRANNIS,
 J. W. DOANE, JOHN A. LYNCH,
 GEO. SCHNEIDER, ROBERT STUART,
 S. W. RAWSON, E. BUCKINGHAM,
 E. S. LACEY, E. H. PEARSON,
 JOSEPH MEDILL, H. H. KOHLSAAT,
 H. W. SEYMOUR, WM. T. BAKER."

COMMUNICATION ON DELAY OF WORK ON SECTION O.

The Clerk presented a communication from The McMahon & Montgomery Company, et al., Contractors for Section O, requesting a hearing with reference to delay of work on said section; and the communication was read.

Mr. Mallette, seconded by Mr. Smyth, moved that the communication be ordered printed, and, with enclosure, referred to the Committee on Engineering.

The motion prevailed unanimously, and the communication was ordered printed, and, with enclosure, so referred.

The following is

THE COMMUNICATION:

"CHICAGO, Jan. 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—On the 1st of October last we sent a communication to your Honorable Board (a copy of which is herein enclosed) setting forth the fact that for about a year we were entirely prevented from doing any work on Section "O" by your Honorable Board, though we had constantly on the ground a large and costly plant especially provided for the purpose. Of course the damage to us from the unreasonable delay in procuring the right of way was very great, and we are entitled to ask, on every ground, a consideration by your Honor-

able Board of a just claim for compensation.

We therefore beg respectfully to repeat the request of the former communication that your Honorable Board, by Committee or otherwise, give us a hearing with a view to the equitable adjustment of our claim.

(Signed)

THE MCMAHON & MONTGOMERY Co. et al.,
Contractors for Section O.

By THE ILLINOIS DREDGING COMPANY,
 CHAS. FITZ-SIMONS,
President."

(One (1) enclosure).

CLAIM OF MICHAEL GUILFORD FOR WORK ON SECTION 8.

The Clerk presented a communication from Michael Guilford, concerning payment for certain work said to have been done on Section 8 of the Main Channel.

Mr. Kelly, seconded by Mr. Jones, moved that the communication be referred to the Joint Committee on Judiciary and Engineering, without reading.

The motion prevailed unanimously, and the communication was so referred.

ORDER FOR PREPARATION OF BOND PROSPECTUS.

Mr. Wenter presented an order, authorizing and directing the Clerk to prepare, under the direction of the Committee on Finance, and to have printed, 200 copies of a prospectus for the issue of \$1,000,000 of 4½% bonds of the District (fifth issue), as provided in the order; and the order was read.

Mr. Wenter, seconded by Mr. Carter, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, the order adopted, and the Clerk directed as provided therein.

The following is

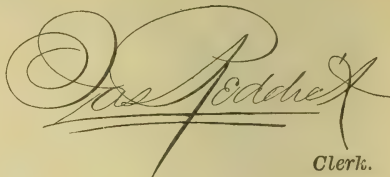
THE ORDER:

"*Ordered*, That the Clerk of this District be and he is hereby authorized and directed to prepare, under the direction of the Committee on Finance, and cause

to be printed for circulation 200 copies of a prospectus for the issue of one million (\$1,000,000) dollars of bonds of the Sanitary District (to be the fifth issue of the bonds of the District), as four and one-half ($4\frac{1}{2}$) per cent. bonds, payable in lawful currency of the United States, interest payable semi-annually; bonds to be dated February 1, 1896. Such prospectus to be similar to ones circulated heretofore, prior to bond issues by the Sanitary District, and to contain such matter as may be deemed advisable or proper by said Committee on Finance."

ADJOURNMENT.

On motion of Mr. Mallette, seconded by Mr. Boldenweck, the Board then adjourned.



Clerk.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JANUARY 22, 1896,

OFFICIAL RECORD.

(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)

REGULAR MEETING.

The two hundred and ninety-ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, January 22, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held January 15, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Braden.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Eugene Dietzgen Company, (drafting material).....	\$	14 30
---	----	-------

GENERAL ACCOUNT.

Rialto Company, (rent of offices, November 1, 1895, to January 31, 1896).....	\$	1,875 00
Chicago Telephone Company, (telephone service, January 1 to April 1, 1896).....	764 17	
	\$	2,639 17

POLICE DEPARTMENT.

Thomas Ludwig, (horse-shoeing, etc.).....	\$ 11 20
Total.....	\$ 2,864 67

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott, (Section 1, January 16, 1896).....	\$13,784 05
McArthur Brothers, (Section 2, January 16, 1896).....	7,945 00
Gilman & Company, (Section 3, January 16, 1896).....	7,182 00
The Qualey Construction Company, (Section 5, January 16, 1896)...	2,009 44
Mason, Hoge & Co. (Section 6, January 16, 1896).....	9,389 63
Mason, Hoge & Co. (Section 7, January 16, 1896).....	3,730 13
Mason, Hoge, King & Co. (Section 8, January 16, 1896).....	7,587 13
Smith & Eastman, (Section 14, January 16, 1896).....	5,748 75
Wright, Meysenburg, Sinclair & Carry, (Section 15, January 16, 1896)	2,065 00
Heldmaier & Neu, (Section A, January 16, 1896).....	30,088 34
Heldmaier & Neu, (Section B, January 16, 1896).....	1,866 37
Western Dredging and Improvement Company, (Section C, January 16, 1896).....	945 88
Gahan & Byrne, (Section G, January 16, 1896).....	1,570 21
Gahan & Byrne, (Section H, January 16, 1896).....	1,396 38
T. A. Kearns, (Section O, temporary bridge and roadway, Western avenue, January 14, 1896).....	300 00
	<u>\$ 95,608 31</u>
Grand total.....	<u>\$ 98,272 98</u>

*Paid by warrants, with interest coupons attached, drawn against the tax levy of 1895.

Mr. Kelly, seconded by Mr. Mallette, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth (*except as to Construction Voucher for Heldmaier & Neu on Section A, \$30,088.34, on which he was excused from voting*), and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition:

No. 1066, Clerical Department,
(vault fittings and safe)..... \$100 00

Mr. Kelly, seconded by Mr. Wenter, moved that Requisition No. 1066, for the Clerical Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—

Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 1066, for the Clerical Department, as read and shown above, allowed.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending January 18, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, January 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending January 18

1896, as the same have been reported to me:

Engineering department.....	112
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	34
Towpath force.....	2
Telephone operator.....	1
Total employees.....	161

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

REQUEST FOR PRICE ON RIP-RAP STONE ON SECTION 14.

The Clerk presented a report from the Chief Engineer, stating that he had received a request for a price on rip-rap stone to be taken from Section 14, as set forth in the report, and asking instructions in the premises; and the report was read.

Mr. Kelly, seconded by Mr. Braden, moved that the report be ordered printed and referred to the Joint Committee on Finance and Engineering.

The motion prevailed unanimously, and the report was ordered printed and so referred.

The following is

THE REPORT:

"CHICAGO, January 22, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I am in receipt of a letter from the Superintendent of the Santa Fe R. R., asking for a price per car on rip-rap stone to be taken from Section 14, they to do the loading, price to be based on an average carload, capacity of cars used to be fixed by measurement. They desire to take from 150 to 200 carloads. Please instruct me in the premises.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

APPROVAL OF NEW BOND OF TREASURER STONE.

Under the head of "Unfinished Business," the report from the Treasurer, Mr. Melville E. Stone, accompanied by a new bond, in the sum of \$2,000,000, with James H. Pearson, James L. High, Elbridge G. Keith, Edson Keith, John A. King, John H. Witbeck, John R. Walsh, Fridolin Mad-

lener, George Schneider, Walter L. Peck, Fritz Goetz and John Buehler as sureties, together with the report from the Committee on Finance, recommending that said bond be accepted, approved, and placed on file, and that the Clerk be directed to cancel and return the bonds previously given, presented, ordered printed, and laid over at the meeting held January 3, 1896, (page 3072 of the Proceedings), was taken up and again read.

Mr. Wenter, seconded by Mr. Carter, moved that the report of the Committee be adopted, and, with report of the Treasurer and bond, placed on file, the recommendations made in the report concurred in, and the new bond of the Treasurer approved.

On roll-call the vote stood: Yeas—Messrs. Carter, Eckhart, Jones, Kelly, Mallette, Smyth, and Wenter—seven (7). Nays—Mr. Braden—one (1).

Upon which result the President declared the motion carried, the report of the Committee adopted, and, with report of the Treasurer and bond, placed on file, the recommendations made in the report concurred in, and the new bond of the Treasurer approved.

REPORT ON EXAMINATION OF BOOKS OF TREASURER AND CLERK BY EXPERT AC- COUNTANT AND RETURN OF BOND OF EX- CLERK JUDGE.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, with reference to and accompanied by report of the Treasurer, requesting that an expert accountant be appointed to examine the books of the Treasury Department, presented and referred to that Committee with power to act, at the meeting held January 3, 1896 (page 3072 of the Proceedings), transmitting report of Messrs. Smith, Reckitt, Clarke & Co., Expert Accountants, on the books of the Treasury and Clerical Departments, and recommending that the Clerk be directed to cancel and return the bond of Mr. Thomas F. Judge, as Clerk of the District, all as provided in the report; and the report was read.

Mr. Wenter, seconded by Mr. Mallette, moved that the report be adopted, and, with report of Expert Accountants, ordered printed, and, with all enclosures, placed on file, the recommendations made in the report concurred in, and the Clerk directed to cancel and return bond, as provided in the report.

On roll-call the vote stood: Yeas—

Messrs. Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—seven (7).
Nays—Mr. Braden—one (1).

Upon which result the President declared the motion carried, the report adopted, and, with report of Expert Accountants, ordered printed, and, with all enclosures, placed on file, the recommendations made in the report concurred in, and the Clerk directed to cancel and return bond, as provided in the report.

The following is

THE REPORT, WITH ENCLOSURE:

“CHICAGO, January 22, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—In regard to the report of the Treasurer, requesting that an expert accountant be appointed to examine the books of the Treasury Department and report upon their condition, presented to your Honorable Body and referred to the Committee on Finance, with power to act, at the meeting held January 3, 1896 (page 3072 of the Proceedings), your Committee report as follows:

Messrs. Smith, Reckitt, Clarke & Co., Expert Accountants, were employed by the Committee to make an examination of the books and accounts of the Treasury Department, and while engaged in said work it was deemed expedient to have the books and accounts of the Clerical Department examined and audited by said accountants.

We transmit herewith the report of Messrs. Smith, Reckitt, Clarke & Co. to the Committee on the books of account of the Treasury Department from February 1, 1892, to December 31, 1895, and of the Clerical Department from 1890 to December 31, 1895, showing the books and accounts of both Departments to be correct, and to have been carefully and accurately kept. We recommend that the same be printed in the Proceedings, and that the Treasurer and Clerk be directed to follow out the suggestions contained therein as nearly as practicable.

In view of said report, your Committee further recommend that the Clerk be directed to cancel and return the bond of Mr. Thomas F. Judge, as Clerk of the District, filed with the Board of Trustees at the meeting held July 19, 1890 (page 22 of the Proceedings).

The report of the Treasurer is returned herewith for filing.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

Z. R. CARTER,

J. P. MALLETT,

Committee on Finance.”

(Two (2) enclosures.)

(Enclosure.)

“CHICAGO OFFICES,
511-512 Royal Insurance Building,
20th January, 1896. }

*Frank Wenter, Esq., Chairman Finance
Committee, Sanitary District of Chicago,
Illinois:*

DEAR SIR—In accordance with the instructions of your Committee, we have audited the books of account of the Treasurer, Melville E. Stone, from the 1st February, 1892, to 31st December, 1895; and of the ex-Clerk, Thomas F. Judge, from 1890 to 31st December, 1895.

In the examination of the books of the Treasury and Clerical Department, it is almost impossible to treat them separately, as much of the work in the Clerk's books is duplicated in those of the Treasurer's, and vice versa.

Our examination consisted chiefly of the following points:

Clerk's Department.

Examination of all vouchers (about 8,500 in number) and comparison of same with entries in Warrant Record.

Comparison of all entries in Warrant Record with the printed statement of warrants approved and passed upon by the Board of Trustees.

Examination of statements rendered by County and Town Collectors, showing cash paid over to the Treasurer and comparison of same with entries in books.

Checking all additions in Warrant Record, Journal, and Ledger, and the posting of all entries.

Checking additions of all pay-rolls.

Treasurer's Department.

Examination of all warrants, including signature and indorsement, and comparison of entries in Treasurer's Record of Warrants.

Checking additions of Treasurer's War

rant Record and posting totals of same into Cash Book.

Checking additions and posting of Cash Book, and examination of bank statements to prove that cash called for was on deposit in the various banks.

Checking all receipts of interest for money deposited with statements rendered by banks.

Examination as to the accuracy of entries representing cash paid out for interest on bonds.

Comparison of Tax Account in Treasurer's books with similar account in Clerk's books.

The above synopsis practically covers the work involved and carried out by us, and we find that the books in both departments have, with several small exceptions, been carefully and accurately kept.

The cash called for by the books amounted at 31st December, 1895, to \$440,170.56, and was deposited in the following banks:

Chicago National Bank.....	\$ 85,638 08
Fort Dearborn National Bank.....	86,122 08
National Bank of Illinois.....	86,962 61
Metropolitan National Bank.....	88,859 95
Globe National Bank.....	71,584 05
American Trust and Savings Bank ...	21,003 79
	<u>\$440,170 56</u>

A comparison between the Clerk's and Treasurer's books show that, with certain exceptions, they are in harmony. These exceptions are due to—

(i) Outstanding warrants.

(ii) Tax warrants given to contractors for work done.

(iii) Certain errors contained in Treasurer's books, caused by extending amount of warrant into the wrong column in the Warrant Record.

(i) The balance of Treasurer's account in the Clerk's books amounts to \$439,641.85, whilst the cash on hand shown in the Treasurer's books amounts to \$440,170.56, or a difference of \$528.71, due to warrants paid out by the Clerk, but not cashed by the Treasurer. The following warrants were outstanding on 31st December, 1895;

No. Warrant.	Name of Fund.	Amount.
576—Engineering Dep't.....		\$.90
8531—Police Dep't.....		55.06
8569—Police Dep't.....		25.50
8577—Engineering Dep't.....		61.66

8578—Engineering Dep't.....	15.00
8580—Engineering Dep't.....	20.00
8582—Engineering Dept't.....	20.00
8587—Engineering Dep't.....	10.00
8589—Engineering Dep't.....	31.26
8604—General Dep't.....	174.88
8605—Police Dep't.....	22.80
8607—Treasury Dep't.....	.70
8608—General Dep't.....	90.95
Total	<u>\$528.71</u>

SUMMARY.

General fund.....	\$265.83
Engineering.....	158.82
Police	103.36
Treasury .....	.70
Total	<u>\$528.71</u>

(ii) Tax warrants amounting to \$1,278,-154.53 have been paid out to contractors and charged to Engineering Construction Account in the Clerk's books. No part of this amount appears on the Treasurer's books, hence a difference of the above amount will be noted to exist between Engineering Construction Account in the Clerk's books and the same account in the Treasurer's books.

(iii) The following errors have been made in the Treasurer's books and entries should be made to correct same:

Warrant 501, for \$7.00, entered in Engineering Department column instead of in General Expense column.

Warrant 2244, for \$182.50, entered correctly in Land Account column, but in posting total at end of month into Cash Book was transferred to the Law Department Account.

Warrant 4854, for \$600.00, entered in Clerical Department column, instead of Police Department column.

Warrants 6539 and 6540, for \$8.79 and \$17.70, respectively, entered in Clerical Department column, instead of Police Department column.

All warrants prior to October, 1892, shown in Clerk's Warrant Record as belonging to Land Account, and amounting altogether to \$249,748.18, were entered in the Law Department column, in the Treasurer's Warrant Record, and should now be transferred to Land Account.

In the Treasurer's Ledger three accounts contain credit balances which should be closed into other accounts and which will bring such accounts into conformity with the Clerk's Ledger.

(i) On page 10 there appears an account termed cash account, with a credit bal-

ance of \$1,000.00. This represents cash repaid by L. E. Cooley on January 14th, 1891, which had originally been paid to him as an emergency fund. When the cash had been paid to him (see Warrant 310), it had been charged to Engineering Department Account; hence, when L. E. Cooley returned the thousand dollars, Engineering Department Account should have been credited. An entry should be made to correct this.

(ii) On page 399 there appears an account termed "Payment under protest by John S. Ochmen, South Town Collector," and amounts to \$11,306.74. The Clerical Department has Tax Account credited with this. We would advise that inquiry be made to determine whether this matter was ever brought before the courts to decide, and, if so, what disposal was made of it. When this information is obtained an entry can be made on the books to adjust this account.

(iii) On page 500, an account called "Sanitary District Interest Account" shows a credit balance of \$82,888.63, and which represents a tax levy in 1890 for the purpose of meeting interest on bonds. No bonds were sold, however, until 1st November, 1892, and the cash raised by the above levy was presumably used for other purposes, for the Clerical Department transferred this \$82,888.63 to the credit of Tax Account. We would advise that a similar entry be made in the Treasurer's books.

EMERGENCY FUNDS—No proper system of recording these has been used in the past, and we have had to carefully scrutinize all vouchers to see how many warrants were paid out for such purposes and when such advances were repaid. The result of this investigation shows that \$87,400.00 has been advanced in this manner, all of which has been repaid, but that the sum of three thousand dollars advanced to the Chief Engineer is still held by him or his subordinates. An entry should be made crediting Engineering Department Account with \$3,000.00 and charging the Chief Engineer, and in the future all such advances should be charged in the Ledger to the party responsible for same, instead of to an Expense Account, where it is likely to become lost sight of.

ERRORS IN PRINTED PROCEEDINGS—During the examination of the entries in the Warrant Record with the printed proceedings the following errors were noted;

of Joseph Mecham for traveling expense appears as \$24.35, when it should be \$23.35.

(ii) August 17th, 1892 (page 697), bill of T. G. Stevens appears as \$3.00, instead of \$2.50.

(iii) December 11th, 1895 (page 3018), bill of Christie & Lowe appears as \$1,832.37, instead of \$4,834.37.

Vouchers from 8571 to 8597, inclusive, and vouchers for tax warrants 121 to 148, inclusive, do not appear to have the approval of the Finance Committee, but were passed upon by the Board of Trustees.

DUPLICATE RECEIPTS—Under the present system the Treasurer gives a receipt to the Town or County Collector for cash received, and hands a duplicate receipt himself to the Clerk. The duplicate receipt handed by the Treasurer to the Clerk is absolutely of no value as a check on the Treasurer. Both the original and duplicate receipts should be given to the County or Town Collector, the latter forwarding to the Clerk of the Sanitary District the duplicate receipt with his statement.

We would also suggest that the officials of the Fort Dearborn National Bank be requested to send to the Clerk a statement every month of the interest they have paid to the Treasurer for the funds they hold on deposit. All the other banks are in the habit of sending such statements.

SYSTEM OF BOOK KEEPING—The system of bookkeeping in both departments is that which is in common use in all municipal corporations, which understand the correct method of recording the business transacted. During the years 1891, 1892 and 1893, the method of recording in the Clerk's books the taxes levied on the different townships was in a very confused condition, but since that date the correct method of dealing with entries, which are unavoidably of a somewhat complicated character, has been inaugurated.

In Schedule "A," attached hereto, we give a statement of the affairs of the Sanitary District of Chicago as on 31st December, 1895, the information being obtained from every available source.

Every assistance was given us by those in charge to render our examination thorough in every particular.

We remain, gentlemen,

Yours respectfully,

(Signed)

SMITH, RECKITT, CLARKE & Co."

(i) August 3rd, 1892 (page 661), the bill

"SCHEDULE "A"—SANITARY DISTRICT OF CHICAGO.

STATEMENT OF INCOME AND EXPENDITURES FROM 1890 TO 31ST DECEMBER, 1895

INCOME.

Tax Levies—

Town of South Chicago.....	\$ 2,471,473 86
Town of West Chicago.....	1,389,393 63
Town of North Chicago.....	504,345 57
Town of Lake.....	389,275 16
Town of Hyde Park.....	381,999 52
Town of Lake View.....	129,195 40
Town of Cicero.....	100,308 50
Town of Jefferson.....	50,006 84
Town of Lyons.....	14,194 38
Town of Riverside.....	64 29
County of Cook.....	272,712 08
	<hr/> \$ 5,702,969 23

Or Shown in Yearly Totals—

Taxes for 1890.....	\$ 997,682 63
Taxes for 1891.....	1,057,183 46
Taxes for 1892.....	1,208,604 28
Taxes for 1893.....	1,214,856 87
Taxes for 1894.....	1,224,641 99

\$ 5,702,969 23*Less Deductions—*

County Collector's Commission.....	\$ 38,483 30
Town Collectors' Commission.....	34,943 97
County Clerk, extending	53,039 18
Uncollected taxes.....	107,437 73
	<hr/> \$ 233,904 18

Total receipts from taxes.....	\$ 5,469,065 05
Taxes for 1895 anticipated.....	1,278,154 53

Bonds Sold—

First issue, 5% interest.....	\$ 2,000,000 00
Less redeemed.....	300,000 00
	<hr/> \$ 1,700,000 00

Second issue, 5% interest.....	\$ 3,000,000 00
Less redeemed.....	300,000 00
	<hr/> \$ 2,700,000 00

Third issue, 5% interest.....	\$ 3,000,000 00
Less redeemed.....	150,000 00
	<hr/> \$ 2,850,000 00

Fourth issue, 4½% interest.....	\$ 4,000,000 00
Less redeemed.....	200,000 00
	<hr/> \$ 3,800,000 00

	<hr/> \$ 11,050,000 00
Premium on sale of bonds.....	121,187 21
Interest on deposits.....	176,868 28

\$ 18,095,275 07

EXPENDITURE.

Construction of Canal.....	\$12,833,200	31
Cost of land.....	2,479,119	07
Engineering Department.....	771,202	27
General expenses.....	256,162	64
Law Department.....	215,800	62
Police Department.....	119,217	12
Clerical Department.....	50,428	84
Treasury Department.....	8,100	37
	<hr/>	
	\$16,733,231	24
Interest on bonds.....		922,401 98
	<hr/>	
Total expenditure.....		\$17,655,633 22
<i>Balance held by Treasurer—</i>		
Chicago National Bank.....	\$	85,638 08
Fort Dearborn National Bank.....		86,122 08
National Bank of Illinois.....		86,962 61
Metropolitan National Bank.....		88,859 95
Globe National Bank.....		71,584 05
American Trust and Savings Bank.....		21,003 79
	<hr/>	
	\$	440,170 56
Less outstanding Warrants.....		528 71
	<hr/>	
	\$	439,641 85
	<hr/>	
		\$18,095,275 07

REPORT ON AMENDED CONTRACT FOR
CONSTRUCTING REGULATING WORKS ON
MAIN CHANNEL AT LOCKPORT AND AP-
PROVAL OF BOND.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, transmitting, in duplicate, amended executed contract with Christie & Lowe for constructing Regulating Works on the Main Channel at Lockport, accompanied by bond, said contract having been awarded at the meeting held January 3, 1896 (page 3073 of the Proceedings), recommending that said contract, as amended, and bond be approved and that the Clerk be directed to return to Christie & Lowe the check deposited with their bid; and the report was read.

In connection with the same matter, by unanimous consent, the President presented a message, setting forth the modifications and changes made from the original specifications, and recommending that the contract, as amended, be approved, ratified and confirmed; and the message was read.

Mr. Mallette, seconded by Mr. Kelly, moved that the message of the President be ordered printed and placed on

file, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—seven (7). Nays—Mr. Braden—one (1).

Upon which result the President declared the motion carried, the message ordered printed and placed on file, and the recommendations made therein concurred in.

Mr. Wenter, seconded by Mr. Mallette, then moved that the report and accompanying amended contract be adopted, ordered printed and placed on file, the recommendations made in the report concurred in, the bond approved, and the Clerk directed to return to Christie & Lowe the check deposited with their bid.

On roll-call, the vote stood: Yeas—Messrs. Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—seven (7). Nays—Mr. Braden—one (1).

Upon which result the President declared the motion carried, the report and accompanying contract adopted, ordered printed and placed on file, the recommendations made in

the report concurred in, the bond approved and the Clerk directed to return to Christie & Lowe the check deposited with their bid.

The following is

THE PRESIDENT'S MESSAGE:

"CHICAGO, January 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Pursuant to authority granted at the meeting of your Honorable Body held January 3, 1896 (page 3073 of the Proceedings), the contract between the District and Christie & Lowe for the construction of the Regulating Works at Lockport, has been executed on behalf of the District, after consultation with the Attorney and Chief Engineer, and with the following changes and modifications in the original specifications, all of which are greatly to the advantage of the District:

1. Changes of detail and specifications, as suggested by the Chief Engineer, with a view of improving the construction and its efficiency, not varying the character of the improvement.

2. Minor changes, bringing the work of construction, and disputes arising more closely within the control and discretion of the Chief Engineer.

3. Expressing with greater particularity and broader scope the protection and indemnity to be given by the contractors to the Sanitary District, property owners, and occupants of land and other contractors for the consequences of the contract and resulting from its execution.

4. Giving the District more definite powers relating to protecting parties furnishing labor, materials, or anything of value to further the execution of the contract.

5. Fixing the time of completion as May 1, 1897, instead of January 1, 1897.

6. Fixing the time and manner of payment as follows: One-third when the masonry work with attached metal pertaining to sluice gates has been fully completed; one-third when all the metal to form a part of sluice gates and bear trap has been delivered at the site of the work; one-third when entire work is done and machinery is placed in its proper position in working order and its acceptance by the Chief Engineer, subject to the other terms of the contract, wherein it is provided that a satisfactory test and successful operation of the con-

struction shall be made on completion, and thirty days elapse after the Chief Engineer issues his certificate before a complete payment is made; provided, further, that five per cent. of the contract price shall be reserved until a final satisfactory test is made on the turning in of the water; provided, further, that no payment whatever shall be made by the District before November 1, 1896.

7. With these exceptions and a few minor changes in the contract, designed to better and more fully express its terms and conditions, having in mind the interests of the District and those in a measure dependent upon it, and one or two slight additions in the bond to cover the contract as changed, the contract is as printed for bids.

With the above changes and modifications, I recommend that the contract with Christie & Lowe, as amended, be approved, ratified, and confirmed.

Respectfully submitted,

(Signed) B. A. ECKHART,
President."

The following is

THE REPORT, WITH ACCOMPANYING
AMENDED CONTRACT:

"CHICAGO, January 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Finance presents herewith, in duplicate, the contract between the District and Christie & Lowe, for the construction of Regulating Works at Lockport, accompanied by bond, said contract having been awarded to said firm by your Honorable Body at the meeting held January 3, 1896, (page 3073 of the Proceedings).

We recommend that the contract, as modified, and bond as herewith presented be approved, and placed on file, and the Clerk directed to return to Messrs. Christie & Lowe the check deposited by them with their bid for said work.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

Z. R. CARTER,
J. P. MALLETT,

Committee on Finance."

(Accompanied by signed contract and bond, in duplicate).

(Amended Contract.)

"SANITARY DISTRICT OF CHICAGO.

Contract and Specifications for the Regulating Works for the Main Channel Near Lockport, Ill.

This Agreement, Made and entered into this eighteenth day of January, A. D. 1896, by and between the Sanitary District of Chicago, of the first part, and George B. Christie, Jesse Lowe and George A. Lederle, partners doing business under the firm name and style of Christie & Lowe, of the City of Chicago, in the State of Illinois, of the second part.

A—

Witnesseth, That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with said party of the first part, for the consideration of the payments to be made as provided herein, to the said party of the second part, by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material, tools, explosives, labor, and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, and according to the terms hereof, that are necessary to the complete doing of the work known and distinguished by the specifications and agreements herein contained, and the plans accompanying them, as the construction of the Regulating Works for the Main Channel, together with the doing of all collateral works, which by the terms of this contract are included in the same.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and his properly authorized agents, by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all work shall be accepted or condemned. The said Chief Engineer and his properly authorized agents shall have full power to reject or condemn all materials furnished or work performed

under this contract which do not fully conform to its spirit, and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties; and in like manner any matters indeterminate herein shall be governed by the decision of said Engineer.

C—

Wherever the words "Sanitary District" are used in this contract, they shall be understood to mean the Sanitary District of Chicago, as represented by the Board of Trustees or their duly authorized and accredited agents.

Wherever the words "Chief Engineer," or "Engineer" are used herein, they shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties intrusted to them.

Wherever the word "Contractor" is used herein, it shall be understood to mean the person or persons or copartnership or corporation entering into the contract as party of the second part.

The drawings relating hereto, and marked Exhibits 1 to 10, respectively, with the dimensions and specifications written on them, shall be a part of this contract.

SPECIFICATIONS FOR REGULATING WORKS.

The work to be done shall consist of the furnishing, delivering and erecting in place, ready for continuous use, the various parts of the regulating works herein-after described and specified.

Said Regulating Works will consist of the construction of the masonry and metal work complete for seven sluice gates, the excavation and mason work as indicated on plans for eight additional sluice gates, and the construction of a bear trap dam.

The lump sum price to cover seven lifting gates complete, as per plans, and the masonry and iron work which must be embedded in the same for eight additional gates; also the bridges on the towers and the highway bridges on the abutments, as stated in Plan No. 1, applying to sluice gates.

Said works shall be located at the west line of the Main Channel of the Sanitary

District of Chicago, on the property of the Sanitary District, and between Stations 1510 and 1520, in Section 15 of the Main Channel, near Lockport, Will County, Illinois. The exact location in plan is shown and described on Plan 1.

The work shall, for convenience in describing, be divided into several general parts, as follows:

I.—Sluice gate metal and wood work.

II.—Sluice gate masonry.

III.—Bear trap metal and wood work.

The parts will be described and specified separately.

I.—Sluice Gate Metal and Wood Work.

—The sluice gate metal and wood work shall consist of the following items:

(1)—Bearing or sill for bottom of gate.

(2)—Metal secured to piers.

(3)—The main gate.

(5)—The anti-friction devices and end bearings of gates.

(6)—The mechanism for raising and lowering the gates.

(7)—The bridges connecting the piers.

(8)—The metal and wood parts of building.

1.—The bearing for bottom of gate shall consist of a timber bedded in the masonry floor and a steel bearing rail fastened there-to as shown on Plan No. 5. It shall be anchored to the foundation securely by the method indicated on the plan. The dimensions shall be as shown on the plan. All the metal work shall be wrought iron or mild steel, in accordance with the general specifications for these metals hereinafter stated. The holding-down bolts shall be twelve (12) in number for each gate sill, each of a length to be determined by the Engineer. Each bolt shall be secured by foxtail wedges as shown, so as to sustain a pull of ten thousand (10,000) pounds longitudinally without developing signs of weakness.

2.—The metal secured to the piers shall be of cast iron and mild steel and shall be arranged and have the dimensions shown on Plans No. 4, 5 and 9. It shall be true to dimensions and have the style of workmanship shown on the plans. It consists in general of a cast iron footing at base of piers at ends of each gate, slots in which ends of gate move, anchorages to piers,

snubbing posts in front of piers as shown, and supports for gate-moving mechanism.

3.—The main gate shall be constructed of mild steel, and shall have the arrangement of parts and dimensions shown on Plans No. 2 and 6. When erected, those parts to which the cast steel channels (forming part of the anti-friction devices) are to be secured at the ends of gate, shall come in a true plane; and if the Chief Engineer shall so decide, those parts shall be planed so that the cast steel channels shall have a true bearing throughout the adjacent and opposite surfaces.

The parts of the gates shall be erected and fitted at the shops. All field rivet holes shall be punched or drilled for three-quarter ($\frac{3}{4}$) inch rivets, and all parts for field rivets shall be reamed in place after parts are assembled in shape, to take seven-eighths ($\frac{7}{8}$) inch rivets.

5.—The anti-friction devices shall consist of a cast steel channel bolted to ends of each gate, with a wedge tongue of Tobin bronze inserted in it, a wedge bar of mild steel and a roller train. The channel with the wedge tongue and the wedge bar shall have the arrangement and dimensions and style of construction shown on the Plans No. 8 and 9. The roller train shall have the arrangement, dimensions and nature of construction shown on Plans No. 8 and 9.

6.—The mechanism for raising and lowering the gates shall consist of the following items, as shown on Plans No. 2, 5 and 7:

(a)—A fixed shaft for the piers and abutments, to sustain the weight of the gates and reactions of the mechanism.

(b)—A spur gear and pocketed wheel at each end of each gate, revolving as one piece on the fixed shaft.

(c)—A pinion engaging the spur gear.

(d)—The pinion shaft extending from pinion to pinion at each gate.

(e)—A ratchet wheel mounted at opposite ends of each pinion shaft.

(f)—A walking beam and ratchet mounted with each ratchet wheel.

(g)—A system of levers and pins mounted on the fixed shaft.

(h)—A chain at each end of each gate for raising it and for sustaining counter-balance.

(k)—A counter-balance for each gate.

These shall all have the arrangement, dimensions and nature of construction shown on the plans. Each gate shall be fitted therewith complete in all details, ready for continuous use.

7—The bridges connecting piers shall be of two classes:

(a)—The bridges on towers of piers. These bridges shall be continuous from abutment to abutment in all details shown, and shall have the arrangement, dimensions and nature of construction shown on Plans No. 2 and 4.

(b)—The wagon bridge on down stream end of piers. This shall have the arrangement, dimensions and nature of construction shown on Plans No. 2 and 4. It shall be continuous from abutment to abutment in all details shown.

8—A building shall be constructed at the south end of the line of sluice gates as indicated on Plan No. 1. This building shall be essentially a continuation of the tower of the south abutment in a line parallel to the line of the Main Channel.

The metal and wood work shall consist of the following items:

(a)—A metal stairway having the arrangement, dimensions and nature of construction shown on Plan No. 3.

(b)—The southern terminus of the bridge on top of towers, hereinbefore specified.

(c)—The lateral bracing of building, the stair supports, holding down bolts and roof, all of which shall have the arrangement, dimensions and nature of construction shown on Plan No. 3.

(d)—Doors, window frames and steps of stairway having the general arrangement and dimensions shown on Plan No. 3, which shall have a detailed construction of a nature to be approved by the Chief Engineer.

II.—*Sluice Gate Masonry.*—The sluice gate masonry shall consist of the following general items:

(a)—Excavations for foundations.

(b)—Construction of foundations.

(c)—Construction of piers and abutments and floors between them.

(d)—Construction of the housing at the south abutment.

These items are described and specified in detail in the following:

(a)—The excavation for foundations shall consist of the excavation, removal and disposition of the rock and other material from the area bounded on the north and south by lines perpendicular to the line AB on west side of the Main Channel at Stations 1511 and 1516+66, respectively, on the east by the west side of the Main Channel, and on the west by a line parallel with the straight line AB on Plan No. 1 and forty-five (45) feet distant therefrom, all to be in Section 15 of the Main Channel. And further, the area to be excavated shall cover the base of the west end of abutments of north and south sluice gates and a clear space of two (2) feet outside of said base and base of tower house. The depth of excavation shall be, over the whole area, to a depth of seventeen and seventy-five one-hundredths (17.75) feet below Chicago datum as established by the Sanitary District of Chicago, and in addition to such further depth at any particular part or parts of the area as may be directed by the Chief Engineer in order to secure suitable base for foundations. The material excavated shall be removed to and disposed upon the property of the Sanitary District west of the Main Channel and entirely north of the north line of the excavation. No material excavated shall be disposed within a distance of fifty (50) feet from the Main Channel. The sides of the excavation shall be vertical.

(b)—The base for foundations having been thus prepared, the foundations shall be constructed thereon as follows: A mass of Portland cement concrete shall be laid on the base, after it has been thoroughly cleansed, the boundaries of which shall be as follows: The eastern boundary shall be vertical and on a line two (2) feet east of the easterly ends of the piers; the western boundary shall be vertical and two (2) feet west of the westerly end of the piers, except that at the abutments the boundary shall be two (2) feet outside of the base of the abutments; the north boundary shall be the north end of the excavation; the south boundary shall be two (2) feet south of and outside of the base of the superincumbent abutments or masonry. The top of the foundations shall be level and at an elevation of seventeen and one-tenth (17.1) feet below Chicago datum.

(c)—The piers and abutments shall be arranged and dimensioned as shown on

Plans Nos. 1, 2, 3 and 4. They shall be erected immediately upon the foundations. The materials of construction shall be dimension stones, granite paving stones, bricks and Portland and natural cement concrete and mortar. Each course of every pier and abutment shall be completed before the construction of the next course is commenced. Where granite paving blocks or bricks are used, one layer of blocks or two layers of bricks with the concrete backing constitute a course. The iron work to be secured to and imbedded in the masonry shall be placed and erected by the contractors by such means and methods as shall meet the approval of the Chief Engineer in order to secure its erection in exact position, and a suitable contact between the masonry and the iron work. The masonry shall be joined to the iron work with joints of Portland cement mortar, of such dimensions as to easily facilitate all joints being filled solid with the mortar. The disposition of the materials of construction shall be as indicated on the plans.

The floors between piers shall be constructed immediately upon the foundations, after the erection of the piers and abutments. The bottom bearing or sill for the gates shall be first placed and erected by the contractor as follows: The sill shall be put firmly in place, the hole for holding down bolts having been previously made in it. The holes for the masonry of the holding down bolts shall then be drilled to the size indicated on Plan No. 5, and to such depth as the Chief Engineer may direct. This having been done, the bolt rods shall be driven and secured and cut off to proper depth. The threads on the rods shall then be cut and the bolts subjected to such test as the Engineer may direct, to determine their strength and resistance to displacement. Any bolts failing shall be replaced by the contractor at his own expense. This having been done, the sill shall be bedded in Portland cement mortar, being brought to a bed by the nuts on the holding down bolts before the mortar has set. The contact between the bottom of bearing and the bed shall be continuous throughout, which result shall be proved by such tests as the Chief Engineer may direct. When bedded, the bearing shall be in true and exact position as indicated on the plans. The sill having been bedded, it shall be joined to the piers and abut-

ments by joints completely filled with Portland cement mortar.

The floors shall be constructed next, and shall consist of granite paving blocks set in Portland cement mortar east and west of the gate sills, terminating at the east and west with dimension stone masonry, as indicated on the plans. Underneath that part of the paved floors east of the gate sills, there shall be placed a mass of Portland cement concrete raised to an elevation suitable for the construction of the floors as indicated on the plans.

(d)—The housing at the south abutment shall have the arrangement, dimensions and nature of construction indicated on Plan No. 3. The materials of construction shall be brick masonry. All metal and wood work involved in its construction shall be placed and erected by the contractor under the same specifications as for the metal and wood work involved in piers, abutments and floors.

III.—*Bear Trap Metal and Wood Work.*

—The bear trap is to be a dam with a movable crest, made of metal, of the character indicated on the plans, and having the general dimensions indicated on the plans. The nature of the bear trap is made known by examining the Plans 1, 2, 3, 4, 5 and 6 in the order of their numbering.

The contractor must submit detailed designs for the construction of the metal work called for by the plans, such designs to conform to the limitations hereinafter specified and to be approved by the Engineer, and to be accepted by him in writing. The design shown on the plans is simply intended to indicate the general nature of the construction.

The design must conform to the dimensions indicated on the plans. Dimensions not indicated on the plans are to be determined by the designer, and approved by the Engineer.

When the crest of the dam is at elevation six (6) feet above datum, and at the same time sustaining a water level at the same elevation with or without the full pressure of water in upper pool acting on interior of dam, no metal forming a part of the structure shall have a unit stress exceeding that specified hereafter. When the crest of the dam is at any elevation below six (6) feet above datum, and water is flowing over the crest of the dam at any

depth not exceeding five (5) feet at the crest, then no metal shall have a unit stress exceeding that hereinafter specified.

When the dam is at its lowest possible position, the weight of the leaves of the dam and their attached parts shall be counterbalanced in the manner shown on the plans, and the strength of all parts shall be such that if counterbalancing be of an extent to counterbalance whole weight of leaves, then no metal in the structure shall have a unit stress exceeding that hereinafter specified.

Under any conditions of operating the dam no metal shall at any time be so disposed that it can have a unit stress exceeding that hereinafter specified.

The dam must be designed so as to be stable under all conditions of operation.

The weight of the up stream leaf of dam shall not exceed 335,000 lbs.

The weight of down stream leaf of dam, including timber facing, shall not exceed 520,000 lbs.

The lower edge of up stream leaf must move on rollers so disposed that the friction of the rollers at the journals shall not exceed ten (10) per cent. of the load carried by them.

The co-efficient of friction at the hinges at the edges of down stream leaf shall not exceed fifteen (15) per cent.

The leaves of dam shall have no other frictional contact with any other parts of structure, except at the horizontal edges.

The design shall be such as to essentially prevent the passage of air or water between the interior and exterior of the dam, or in a degree equal to that of the design shown on the plans.

The length of the leaves shall be such that under conditions of greatest length due to expansion there shall be no actual contact between the leaves and the piers or abutments.

The dam is to be operated by admitting and exhausting the water to and from the under side or interior of the dam, but the arrangement for accomplishing this operation forms no part of the work to be done under this specification. Nor is it intended that the design shall include the foundations or abutments, all of which shall be of masonry, any further than is necessary to accomplish the stability of the dam un-

der its various conditions of loading. The designer may take it for granted that all omitted arrangements for operating and sustaining the dam will be provided by the Sanitary District.

The foundation of the dam will be on masonry supported on solid rock.

The maximum stress to which any metal in the structure is to be submitted, shall conform to what may be understood to be good practice, and the designer must state in his bid the nature of such stresses as may occur, the maximum magnitude and the method of determining them.

The counterbalancing is to be accomplished by plates which are successively removed from or loaded on structure at certain intervals as the dam raises, or an equivalent arrangement. They are to be so disposed, with suitable devices, as to defeat any tendency the dam may have to raise or fall in any manner, except by moving parallel to itself. The limitations as to weight of leaves, hereinbefore stated, may be changed if necessary to render counterbalancing effective at various elevations of the dam, providing the added weight be fully counterbalanced. The counterbalancing shall be so adjusted that the dam may be raised in the usual manner when at its lowest position with five (5) feet of water on it.

At distances of about ten (10) feet along down stream leaf near crest of dam, there shall be air check valves to allow egress of air from interior of dam when it is being raised, and to prevent ingress of air when it is being lowered, and it may be desirable to have the advantage of atmospheric pressure on top of dam to lower it in certain cases.

The top surface of down stream leaf of dam shall be protected by timbers in manner similar to that indicated on plans. The weight of timbers shall be included in gross weight of the leaf.

The quality of the materials of construction must be stated in the bid.

The several parts of the structure involved in the design shall in general be as follows:

(1)—Outline of foundations and abutments.

(2)—Holding down detail at down stream edge of dam.

(3)—Down stream leaf of dam.

(4)—Hinges joining down stream and up stream leaves.

(5)—Rollers sustaining lower edge of up stream leaf and the surface on which said rollers move.

(6)—Details at ends of dam to restrain water from its interior.

(7)—Supports for ends of up stream leaf.

(8)—Counterbalancing apparatus.

(9)—Up stream leaves.

(10)—Parallel motion device.

The second party shall submit plans in detail of all of the work covered by this contract where the same differ in any way from the plans provided by the party of the first part, to be approved by the Chief Engineer before work is commenced thereon.

MATERIALS OF CONSTRUCTION AND CERTAIN SPECIFICATIONS AS TO CONSTRUCTION AND WORKMANSHIP.

The various materials of construction shall be classified under the following general heads:

(a)—Wrought Iron.

(b)—Steel, Structural.

(c)—Steel Castings.

(d)—Cast Iron.

(e)—Tobin Bronze.

(f)—Chain.

(g)—Timber.

(h)—Workmanship and Details of Construction.

(i)—Machinery.

(j)—Dimension Stone Masonry.

(k)—Granite Paving Block Masonry.

(l)—Brick.

(m)—Sand.

(n)—Broken Stone.

(o)—Portland and Natural Cements.

(p)—Portland Cement Mortar.

(q)—Natural Cement Mortar.

(r)—Portland Cement Concrete.

(s)—Natural Cement Concrete.

(t)—Datum.

SPECIFICATION FOR STRUCTURAL IRON.

(a)—

Character and Finish.—All wrought

iron must be tough, ductile, fibrous and of uniform quality. Finished bars must be thoroughly welded during the rolling, and be straight, smooth and free from injurious seams, blisters, buckles, cracks or imperfect edges.

Manufacture.—No specific process or provision of manufacture will be demanded, provided the material fulfills the requirements of these specifications.

Standard Test Piece.—The tensile strength, limit of elasticity and ductility, shall be determined from a standard test piece of as near one-half ($\frac{1}{2}$) square inch sectional area as possible. The elongation shall be measured on an original length of eight (8) inches.

Elastic Limit.—Iron of all grades shall have an elastic limit of not less than twenty-six thousand (26,000) pounds per square inch.

High Test or Tension Iron.—When tested in specimens of uniform sectional area of at least one-half ($\frac{1}{2}$) square inch, taken from members which have been rolled to a section of not more than four and one-half ($4\frac{1}{2}$) square inches, the iron shall show a minimum ultimate strength of fifty thousand (50,000) pounds per square inch, and a minimum elongation of eighteen (18) per cent. in eight (8) inches.

Specimens taken from bars of a larger cross section than four and one-half ($4\frac{1}{2}$) square inches, will be allowed a reduction of five hundred (500) pounds for each additional square inch of section, down to a minimum of forty-eight thousand (48,000) pounds, and have an elongation of fifteen (15) per cent. in eight (8) inches.

Bending Test.—All iron for tension members must bend cold through ninety (90) degrees to a curve whose diameter is not over twice the thickness of the piece, without cracking. At least one sample in three must bend through one hundred and eighty (180) degrees to this curve, without cracking. When nicked on one side and bent by a blow from a sledge, the fracture must be mostly fibrous.

Angle and other Shaped Iron.—The same sized specimens taken from angle and other shaped iron shall have a minimum ultimate strength of forty-eight thousand (48,000) pounds per square inch, and a minimum elongation of fifteen (15) per cent. in eight (8) inches.

Specimens from angle and other shaped iron must bend cold through ninety (90) degrees to a curve whose diameter is not over twice the thickness of the piece, without cracking.

Plates.—The same sized specimens, taken from plates eight (8) inches to twenty-four (24) inches in width, shall show a minimum ultimate strength of forty-eight thousand (48,000) pounds per square inch, and a minimum elongation of fifteen (15) per cent. in eight (8) inches; plates from twenty-four (24) inches to thirty-six (36) inches wide shall show a minimum ultimate strength of forty-six thousand (46,000) pounds per square inch, and elongate ten (10) per cent. in eight (8) inches; plates over thirty-six (36) inches wide shall have a minimum elongation of eight (8) per cent. in eight (8) inches.

Samples of plate iron shall stand bending cold through ninety (90) degrees to a curve whose diameter is not over three times its thickness, without cracking. When nicked and bent cold the fracture must be mostly fibrous.

Rivet Iron.—Rivet iron shall have the same physical requirements as high test iron, and, in addition, shall bend cold one hundred and eighty (180) degrees to a curve whose diameter is equal to the thickness of the rod tested, without sign of fracture on the convex side.

Pin Iron.—Specimens taken from pin iron under four (4) inches diameter shall have a minimum ultimate strength of fifty thousand (50,000) pounds per square inch, and elongate fifteen (15) per cent. in eight (8) inches. Rounds over four (4) inches diameter, having a minimum elongation of ten (10) per cent. in eight (8) inches will be satisfactory.

Full Size Test.—Full size pieces of flat, round or square iron not over four and one-half ($4\frac{1}{2}$) inches in sectional area, shall have an ultimate strength of fifty thousand (50,000) pounds per square inch, and stretch twelve and one-half ($12\frac{1}{2}$) per cent. in the body of the bar. Bars of a larger sectional area than four and one-half ($4\frac{1}{2}$) square inches will be allowed a reduction of one thousand (1,000) pounds per square inch, down to a minimum of forty-six thousand (46,000) pounds per square inch, and stretch ten (10) per cent. in the body of the bar.

Variation in Weight.—The variation in

cross-section or weight of rolled material of more than two and one-half ($2\frac{1}{2}$) per cent. from that specified may be cause for rejection.

SPECIFICATIONS FOR STRUCTURAL STEEL.

(b)—

Test Pieces.—The tensile strength, limit of elasticity and ductility shall be determined from a standard test piece cut from the finished material and planed or turned parallel; the piece to have as near one-half ($\frac{1}{2}$) square inch sectional area as possible, and elongation to be measured on an original length of eight (8) inches; two test pieces to be taken from each heat or blow of finished material—one for tension and one for bending.

Every finished piece of steel shall be stamped on one side near the middle with the blow number identifying the melt; and steel for pins shall have melt number stamped on the ends. Rivet and lacing steel, and small pieces for tin plates and stiffeners, may be shipped in bundles securely wired together with the melt number on the metal tag attached.

General.—All plates, structural shapes, bars, shafts, and metal material not otherwise specified, shall have the properties and meet the requirements given in what follows. Any deviation from the limits given by those properties and requirements shall be cause for rejection by the Engineer.

Phosphorus.—In all cases the amount of phosphorus contained shall not exceed one-tenth of one (0.1) per cent.

Mild Steel.—Specimens from finished material for test, cut to size specified above, shall have an ultimate strength of sixty thousand (60,000) pounds per square inch; a deviation of four thousand (4,000) more or less than sixty thousand (60,000)—[56,000 to 64,000]—will be allowed; minimum elastic limit, one-half ($\frac{1}{2}$) the ultimate strength; minimum elongation, twenty-five (25) per cent. in eight (8) inches; minimum reduction of area at fracture, forty-five (45) per cent.

Before or after heating to a cherry red and quenching in water at eighty-two (82) degrees F., this steel shall bend one hundred and eighty (180) degrees to a diameter equal to thickness of the piece tested, without sign of fracture.

Any rivet hole for three-quarters ($\frac{3}{4}$) inch rivet, punched as in ordinary practice (with center not more than one and one-fourth ($1\frac{1}{4}$) inches from edge of piece), shall stand drifting to a diameter twenty-five (25) per cent. greater than the original hole, without cracking, either in the periphery of the hole or in the extreme edges of the piece, whether they be sheared or rolled.

Rivet Steel.—All rivet steel shall meet the requirements and have the properties given for *structural steel*, except: The minimum reduction of area shall be fifty (50) per cent.; rivets shall bend cold one hundred and eighty (180) degrees, with sides to close contact, without sign of fracture, and shall stand the quenching test at a bright yellow heat.

Variation.—The variation in cross-section or weight of more than two and one-half ($2\frac{1}{2}$) per cent. from that specified will be sufficient cause for rejection.

Pin Steel.—All pin steel shall meet the requirements and have the properties given for *structural steel*, except: The minimum elongation shall be twenty (20) per cent.; the minimum reduction of area forty (40) per cent.

Pins, Rollers and Shafts.—Up to six (6) inches diameter may be turned out of rolled *pin steel*. The fixed shaft shall be forged out of *pin steel* under a steel hammer striking a blow of at least (5) tons (or in hydraulic forging press). The blooms to be used for *pin steel* shall have at least three (3) times the sectional area of the finished size.

(c)— STEEL CASTINGS.

All steel castings shall have the properties and meet the requirements given in what follows, unless otherwise specified. The amount of phosphorus contained shall not exceed one-tenth of one (0.1) per cent; the ultimate strength shall not be less than sixty thousand (60,000) pounds per square inch; minimum elastic limit, twenty-five thousand (25,000) pounds: minimum elongation, fifteen (15) per cent. All steel castings shall be sound and free from injurious roughness, sponginess, pitting, shrinkage-cracks or other cracks, cavities, etc., and shall be thoroughly annealed according to good practice.

(d)— CAST IRON.

When not otherwise specified, all cast-

ings shall be tough gray iron, sound and free from injurious cold shuts or blow holes, true to pattern and of workmanlike finish. Sample pieces one (1) inch square, cast from the same heat of metal in sand moulds, shall be capable of sustaining on a clear span of four and one-half ($4\frac{1}{2}$) feet a central load of five hundred (500) pounds when tested in the rough bar.

Gearing.—Cast iron used in gearing shall have an ultimate tensile strength of not less than thirty thousand (30,000) pounds per square inch and of a quality subject to the approval of the Chief Engineer.

Counterbalance Box.—Cast iron used in counterbalance box may be ordinary foundry iron, subject to the approval of the Chief Engineer.

Counterbalance Weights.—Cast iron used in counterbalance weights may be any cheap scrap or pig, suitable for the purpose.

In every case, castings shall be sound and free from injurious cold shuts or blow holes, true to pattern and of a workmanlike finish.

TOBIN BRONZE.

(e)—

All Tobin bronze shall be hot or cold rolled bars, and shall meet the following requirements: The ultimate strength shall not be less than seventy thousand (70,000) pounds per square inch; minimum elastic limit, one-half ($\frac{1}{2}$) the ultimate strength; minimum elongation, fifteen (15) per cent.; to bend cold, one hundred and eighty (180) degrees to a diameter equal to three (3) times the thickness of the test piece, without sign of fracture. This Tobin bronze to be made by expert brass founders, who have had successful experience in making this product, subject to approval by the Chief Engineer.

CHAIN.

(f)—

Test of Chain.—The chain to be made of the best approved chain iron by a competent and responsible chainmaker, and shall satisfy the following tests: Minimum breaking strength of one and one-half ($1\frac{1}{2}$) inch chain, one hundred and thirty-three thousand (133,000) pounds; minimum proof load of sixty-six thousand five hundred (66,500) pounds which shall be applied to each length of finished chain with-

out distorting the links of the chain or injurious strain. (See under head of *Workmanship and Details of Construction*.)

Minimum breaking strength of three-eighths ($\frac{3}{8}$) inch crane chain, seven thousand two hundred (7,200) pounds; minimum proof load of three thousand six hundred (3,600) pounds, which shall be applied to each length of finished chain without injurious strain.

TIMBER.

(g)—

The timber shall be strictly first-class white oak; sawed true and out of wind, full size, free from wind shakes, large or loose knots, decayed or sap wood, worm holes, or other defects impairing its strength or durability. It will be subject to the inspection and approval of the Chief Engineer.

WORKMANSHIP AND DETAILS OF CONSTRUCTION.

General.—All workmanship shall be first-class in every particular. All parts shall be free from undue twists and bends. All steel shall be properly annealed. No metal shall be worked at a heat injurious to that metal. The edges of all sheared plates shall be planed or milled.

Punching.—The diameter of the punch shall not exceed by more than one-sixteenth (1-16) inch the diameter of the rivets to be used, and all holes must be clean cuts without torn or ragged edges. Rivet holes must be accurately spaced; the use of drift pins will be allowed only for bringing together the several parts forming a member; they must not be driven with such force as to disturb the metal about the holes; occasional variations may be corrected by reaming. Holes in plates five-eighths ($\frac{5}{8}$) inch or more in thickness shall not be punched but shall be drilled.

Riveting.—Rivets must completely fill the holes, have full heads concentric with the rivet, of a height not less than six-tenths (.6) the diameter of the rivet, and in full contact with the surface, or be countersunk when so required, and machine-driven wherever practicable. No loose rivets will be allowed.

Field Riveting and Bolting.—All parts to be assembled in the shop, and after adjusting to exact position the bolt and rivet holes shall be drilled or reamed in position

and pieces marked so that when taken down and erected in field the parts will easily and surely assemble in exact position, and be securely bolted before any field riveting is done.

Bolts.—All bolts, when not otherwise specified, are to be turned to a driving fit in reamed holes, and all nuts and beds faced square with axis of thread and bolt. When bolts are in shear, plate washers shall be used thick enough to keep thread out of bearing except in very thick plates, or an approved recessed nut may be used. All screw threads shall be United States standard unless otherwise specified or directed.

Pins.—Shall be turned true to size and straight. The diameter of pin shall be one-fiftieth (1-50) inch smaller than the diameter of pin hole.

Pin and Bolt Holes.—When not otherwise specified, all pin and bolt holes shall be bored (not punched) exactly normal to plane of piece, and when required shall be reamed with a standard reamer, after parts are assembled in correct position.

Web Plates.—Web plates of all girders shall be arranged so as not to project beyond the faces of the flange angles, nor to be more than one-sixteenth (1-16) inch below the face of these angles at any point; except web plates at gate bearings shall project enough to be planed down with the angles so that they will all bear on planed back of cast steel bearing channel.

Stiffeners.—All stiffeners shall be ground or machined to a tight fit against the flanges at both ends of stiffeners.

Fillers.—All fillers shall fill out the full space as far as practicable.

Cement Filler.—All inclosed spaces shall be filled solid with some approved material which will exclude water and stand freezing.

Roller Bed Plate.—The one and one-half ($1\frac{1}{2}$) by twenty (20) inch universal milled plate shall be accurately straight and true, and if the Chief Engineer shall so direct the roller surface shall be planed true after said plate has been riveted in place.

Chain.—The chain shall be of the quality known as special pitch crane chain, made to fit the pocketed chain wheel and run freely over the wheel under maximum

load after applying to chain the prescribed proof test; this maximum load will not exceed three-fourths ($\frac{3}{4}$) of the proof test load.

Chain Wheel.—The pocketed chain wheels shall be exact duplicates of accurate and uniform pitch, as shown on Plan No. 7, the contractor to furnish the chain-maker a duplicate chain wheel without cost to the Sanitary District. The hubs of all chain wheels shall be lined with bronze bushings, forced in with a press, and shall turn freely on fixed shaft under maximum load, and be provided with proper facilities for oiling journals.

Painting.—All iron or steel before leaving the shop, shall be cleaned from all loose scales and rust, and be given one good coat of pure linseed oil. All surfaces in contact with each other shall receive one heavy coat of approved paint before assembling, and all finished surfaces shall be coated with white lead, and tallow before leaving shop. Bottoms of bed plates and any parts not accessible for painting after erection shall have two coats of approved paint at works. After erection, all iron and steel work shall be thoroughly and evenly painted with two coats of paint of quality and colors approved by the Chief Engineer.

Inspection.—All facilities for inspection of material and workmanship shall be furnished by the contractor to inspectors, and the Chief Engineer and his inspectors shall be allowed free access to any part of the works in which any portion of the material is made.

The contractor shall furnish, without charge, such specimens (prepared) of the several kinds of material to be used, as may be required to determine their character.

Final Acceptance.—Any material or workmanship which does not satisfy the requirements of these specifications may be rejected by the Chief Engineer at any time before the final acceptance of the work, and the contractor shall make good all deficiencies at his own cost. The fact that the authorized inspectors have accepted said material or workmanship shall not make the Sanitary District liable for extra cost above that specified in the contract for replacing same with material or workmanship accepted by the Chief Engineer on final acceptance.

(i)—

MACHINERY.

In general, all material and workmanship shall be first-class in every particular, and all parts shall be made as rigid and durable as practicable by approved shop methods. The journals and bearings about *watchet gear* shall be made with the least practicable amount of spring and lost motion. Such details as may not be fully developed or shown on the drawings shall be developed in harmony with the design. So far as practicable, all similar parts shall be made duplicate and interchangeable. All subject to the approval of the Chief Engineer.

Fixed Shaft.—The fixed shaft shall have a hole (one and one-fourth ($1\frac{1}{4}$) to one and one-half ($1\frac{1}{2}$) inches diameter) bored through its axis from end to end, and shall be turned to correct size and polished, after which it shall be thoroughly annealed. Should this treatment develop signs of flaws or other injurious defects, the piece shall be rejected. The fixed shaft shall be properly keyed in its bearings.

Shaft Couplings.—The shaft couplings are designed to adjust to a change of temperature of one hundred and fifty (150) degrees. This is accomplished by an expansion box coupling shown on Plan No. 2. One shaft end is fixed in the coupling box by a taper key; the other shaft end is secured from rotating in the box by two parallel keys fixed in opposite sides of shaft end and fitting accurately but easily in key ways cut in box.

Rollers.—All rollers shall be made of *Pin Steel*, and be finished truly cylindrical, with the axes bored concentric, according to the dimensions on Plans Nos. 8 and 9. The roller bushings are to be cut from seamless drawn brass tubes of uniform size, having concentric surfaces, and forced into place with a press, and then finished inside with standard reamer. The finished rollers shall be exact duplicates, and shall turn concentric on the pins or journals with a clearance of one sixty-fourth ($1\frac{1}{64}$ th) to one-fiftieth ($1\frac{1}{50}$ th) inch. All rollers shall be provided with proper facilities for oiling the journals.

Roller Frames.—The bars of the roller frame shall be accurately straight and true, and shall be planed or surfaced to insure square bearings on turned pins or journals. The pin holes shall be so made that all the

rollers shall run parallel in the same plane with axes all normal to the bars of roller frames. (See Plans No. 8 and 9.)

Roller Pins.—Shall be made of *Pin Steel*, and be exact duplicates and interchangeable.

Wedge Bar.—Shall be straight and true with sides planed or surfaced parallel.

Wedge Surfaces.—The *wedge tongues* and *wedge bars* (see Plans Nos. 8 and 9) for all the gates shall be made exact duplicates, so as to be interchangeable. The inclined surfaces of both wedge tongues and wedge bars are to be milled with special mills shown in profile on Plans Nos. 8 and 9.

The slopes of all these wedge surfaces and the pitch of same shall be exact and uniform throughout all of them.

The drilling and reaming in the wedge tongues and adjacent steel channels shall be made accurate and duplicate by the use of suitable jigs or other approved devices.

Journals and Friction Surfaces.—In general, all journals and shaft bearings and all other friction surfaces shall be lined with brass or other approved non-corrosive metal, and every precaution used to insure durability and easy working after standing idle exposed to weather conditions for long periods of time.

Expansion.—All bridge girders are designed to expand over a range due to a change of temperature of one hundred and fifty (150) degrees F. One end of each girder shall be securely anchored to pier by foxtail bolts, and coupled to adjacent girder with fishplates bolted through oblong holes in girders so that the girders will be free to adjust to changes of temperature.

In the case of the bridge over towers, for any pair of girders, the pedestral bearing for four (4) inch shaft and the girder anchorage to pier shall be on the same side of the shaft coupling.

Oiling Facilities.—All moving parts needing lubrication shall be provided with suitable oil holes or other approved devices, subject to approval.

Drawings.—The contractor will be expected to verify the correctness of the drawings, and will be required to make, without extra charge, any changes in the work which are necessitated by errors, where such errors could have been discovered by an inspection of the drawings.

The contractor will be expected to make, at his own cost, whatever shop drawings may be required, and, as soon as made, shall furnish, free of charge, two copies of each to the Chief Engineer.

Patterns, etc.—The following patterns, tools, etc., used in executing this contract shall be the property of the Sanitary District, and shall be delivered to said Sanitary District by the contractor, properly boxed and packed, at the time the contract is completed, and without cost to said Sanitary District.

(1.) Patterns of all special metal castings.

(2.) Special templates or jigs used in milling and drilling wedge tongues and wedge bars.

(3.) Special mills used in milling wedge tongues and wedge bars.

(j)— DIMENSION STONE MASONRY.

The Dimension Stone Masonry shall be made of sizes of stone indicated on Plan No. 4, including the joints. The stone shall be what is known commercially as Bedford stone of a quality to be approved by the Chief Engineer. The stones shall be bedded thoroughly on joints of Portland cement mortar as near as practicable one-half ($\frac{1}{2}$) inch thick. All vertical joints shall be one-half ($\frac{1}{2}$) inch thick, as near as may be, and shall be filled solid with Portland cement mortar grout, put in in such quantities at a time and in such manner as may be required by the Chief Engineer. The joints, when finished, shall be completely filled with the mortar so as to be water-tight. All stones shall be set to grade and position as given by the Chief Engineer. All stones shall be clean, and the work kept wet and covered from the sun while mortar is setting. All joints shall be pointed with specified mortar, or struck as directed by the Chief Engineer.

(k)—GRANITE PAVING BLOCK MASONRY.

The Granite Paving Blocks shall be of a quality to be approved by the Chief Engineer. They shall not be less than four (4) inches thick nor more than four and one-half ($4\frac{1}{2}$) inches thick. They shall have lengths of not more than fifteen (15) inches nor less than ten (10) inches. They shall have a depth of between six (6) and seven (7) inches. They shall have shapes approximately as near as prac-

ticable to a parallelopipedon. The courses of granite paving block masonry shall, when laid, have a thickness of five (5) inches; courses being horizontal in the piers and vertical in the flooring. All joists shall be filled completely with Portland cement mortar. The manner of laying the stones shall be such as the Chief Engineer will approve in order to insure the filling of all joints. All stones shall be clean and work kept wet while mortar is setting.

(l)— BRICK.

All Bricks shall be first-class sewer bricks made of well tempered and puddled clay, free from lime and pebbles. They shall be hard burned, clear ringing and well formed. The size shall be uniform, viz: eight by four by two and one-half ($8 \times 4 \times 2\frac{1}{2}$) inches. All joints shall be completely filled with natural cement mortar, horizontal joints being not less than one-half ($\frac{1}{2}$) inch thick, and vertical joints not more than one-half ($\frac{1}{2}$) inch thick. Every brick shall be laid by being pushed into a full bed of mortar so as to completely fill the joints, and not by filling the joints after the brick is laid. All exposed joints shall be struck neatly.

(m)— SAND.

All Sand used to be clean, sharp and free from loam or pebbles in a degree to be approved by the Chief Engineer.

(n)— BROKEN STONE

All Broken Stone shall be of sound and hard limestone, free from dust and dirt, the largest stone being such as will pass through a ring one (1) inch in diameter.

(o)—PORTLAND AND NATURAL CEMENTS.

The Best Portland and Natural Cements shall be used, brand and quality to be subject to approval by the Chief Engineer, who shall, from time to time, cause such tests to be made as may seem to him proper for determining the quality of the cement which is to be used in the work. The development of tensile strength for Portland cement shall be four hundred (400) pounds per square inch after having set seven (7) days, and for natural cement one hundred (100) pounds per square inch after having set seven (7) days. All lumpy, dirty or damaged cement shall be rejected; also damaged and short weight packages.

PORTLAND CEMENT MORTAR.

(p)—

Portland Cement Mortar shall consist of one (1) part by volume of the specified Portland cement to two (2) parts of the specified sand. The mixture shall be made and used in a manner to be approved by the Chief Engineer in order to secure first-class workmanship.

NATURAL CEMENT MORTAR.

(q)—

Natural Cement Mortar shall consist of one (1) part by volume of the specified natural cement to one (1) part of the specified sand. This mixture shall be made and used in a manner to be approved by the Chief Engineer in order to secure first-class workmanship.

(r)—PORTLAND CEMENT CONCRETE.

The Portland Cement Concrete shall consist of two (2) parts by volume of broken stone to one (1) part by volume of the specified Portland cement mortar. The stone and mortar shall be thoroughly incorporated so as to make a homogeneous mass. In the foundations the concrete shall be laid in courses not exceeding four (4) inches in thickness and shall be rammed in a manner to be approved by the Chief Engineer. On being placed the concrete shall have a wetness such as to permit quaking or mobility likened to liver.

(s)— NATURAL CEMENT CONCRETE.

The Natural Cement Concrete shall consist of two (2) parts by volume of broken stone to one (1) part by volume of the specified natural cement mortar. The stone and mortar shall be thoroughly incorporated so as to make a homogeneous mass. The concrete shall be laid in courses not exceeding in thickness two (2) courses of brick, and shall be rammed in a manner to be approved by the Chief Engineer. On being placed the concrete shall have a wetness such as to permit quaking or mobility likened to liver.

(t)— DATUM.

Datum, as used in these specifications, shall be understood to be Chicago datum as established by the Sanitary District.

GENERAL.

Clearing and Grubbing—The contractor will be required to remove all trees, stumps, buildings, fences or other encumbrances from the site of the work, or that

may be in the way of any collateral or subsidiary work herein specified. All such material shall be disposed of as directed by the Chief Engineer. The cost of this work shall be included in the prices for excavation as herein stated.

Drainage.—The contractor is to provide all necessary pumping machinery, and is to operate the same at his own cost and expense during the time of doing the work and until the whole work is fully completed and inspected and accepted by first party, as provided for in other sections of this contract. The contractor shall dispose of any water pumped, in such manner as not to interfere with the operations of other contractors for the Sanitary District, or to the damage of the property or interests of any person or persons whomsoever.

Explosives.—The contractor is to furnish all explosive compounds for blasting the material provided to be excavated under this contract; and whereas, the storing, handling and use of so large an amount of explosive material requires the utmost care and discrimination, it is, therefore, understood and agreed that the said contractor shall arrange for the storage of all explosive materials at a distance of not less than six hundred (600) feet from the work, or from any other magazine, or from any dwelling occupied for a habitation, and that not more than five thousand (5,000) pounds shall be kept in one place. It is further understood and agreed that said explosive material shall in no case be brought on to the work except when needed for the purpose of charging the blast holes, and then only in such quantity as is needed for the particular work in hand, and that none but skilled and careful men shall be employed in the handling or use of said explosives, and that no liquid explosive shall be used.

It is further understood and agreed that the ground surrounding all magazines shall be kept free of vegetable or combustible material for a radius of one hundred (100) feet, and that their walls shall be made bullet proof to the height of one (1) foot above the contained explosives, and that in no case shall they be made of brick or stone. It is also understood and agreed that such signals of danger as may be directed by the Chief Engineer shall be given or displayed before the firing of any blast, and that the said contractor shall conform his acts to and obey all rules and

regulations relative to the handling of explosives and the firing of blasts, for the protection of life or property, which may be made by the Chief Engineer from time to time.

And said contractor shall hold and keep said party of the first part harmless from any loss or damages or liability whatsoever which it may suffer or incur, directly or indirectly, through the handling of explosives, or through the negligence of the contractor or any one under him.

Extra Work.—All claims for extra labor or material furnished by the contractor, or for damages from any cause whatever, must be reported to the Chief Engineer at the time such labor or material are furnished, or such damages occur, and they must also be presented to him in writing at the end of the month; provided, that nothing shall be paid for as extra work that can be classified under any of the heads upon which prices are fixed by this contract.

Whenever work is required to be done which is not now contemplated or covered by the prices hereinafter given, the Chief Engineer shall fix such prices for the work as he shall consider just and equitable, and the contractor shall abide by such prices; and if extra work, or work not provided for in this contract, is performed by the contractor, then the Chief Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the said contractor shall accept of said prices in full satisfaction of all demands against the Sanitary District for said extra work; provided, that if the extra work done under this contract is of such a nature, being distinct from other work being done by said contractor, that the actual cost of the same can be determined, then the said contractor shall receive, and the Sanitary District shall pay, in full satisfaction of the same, the actual cost of the work, with fifteen per cent. added; provided, further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract.

It is further agreed that in all cases of question or dispute arising or growing out of this contract in any way regarding the cost or value of extras, variations, allowances, deductions or the amount of damages in any manner growing out of the

violation of this contract, the decision of the Engineer shall be final and binding on both parties hereto.

Responsibility of Contractor.—All the work provided for in this contract is to be done under the direction and supervision of the Chief Engineer and his properly authorized agents. The contractor is to be guided by the lines, stakes, marks and grades given by them, and is to carefully preserve the same as far as possible during the progress of the work, and is to furnish all needed facilities, without charge therefor, to enable the Chief Engineer to properly give lines and grades, and to measure the work from time to time.

All work will be subject to inspection by the said Chief Engineer and his said agents, and if not in accordance with the requirements of this contract it is to be made good by the contractor.

The contractor will be responsible for the entire work until completed and accepted by the Sanitary District, and for all injuries occasioned thereby. The contractor will be required to give his personal attention to the fulfillment of this contract and to the execution of the work. He is to keep the same under his control, and will not be allowed to sub-let all or any part of it; it being distinctly understood and agreed that the sub-letting of the work covered by this contract, or any part thereof, shall, after ten days notice, work a forfeiture of the contract at the option of the Sanitary District.

The contractor will not be allowed to assign by power of attorney, or otherwise, any portion of the moneys that may become due through the workings of this contract. In case the contractor fails to comply with the provisions of this contract as to progress and character of work, he shall be duly notified in writing, and ten days after the giving of said notice, the party of the first part may declare this contract forfeited, if there is substantial failure to comply with the provisions.

Changes in Plan —In addition to the reservations hereinbefore made, the Sanitary District reserves the right to make alterations in the line, grade and minor details of plan, form, dimensions, or material of the work herein provided for, either before or after the beginning of construction; provided, that if alterations are made, the

general character of the work as a whole is not thereby changed. If such alterations diminish the quantity of work to be done they shall not constitute a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of the work actually done, and at prices and rates established for such work under this contract. Notice of any change of plan must be given the contractor in writing, and changes and extras ordered by the Engineer shall be obligatory on said second party to perform and furnish. And it is expressly agreed that no alterations or additions, or extra work are to be paid for unless directed in writing.

It is further agreed by the second party that no claim shall lie against the Sanitary District for delay in the construction of the masonry for the Bear Trap dam in the event of the contract for said masonry being awarded to any person or persons other than the second party, and as a safeguard against such delay, the first party agrees to insert and enforce a sufficient forfeiture clause in the contract for said masonry when the same shall be let.

It is further agreed by the said second party that the first party may, at its option, substitute for the mechanism designed to secure a parallel motion of the crest of the Bear Trap dam, through the whole range of its oscillation mechanism other than and different from that designed by the said second party, and the same shall be built and constructed in accordance with plans to be furnished by the first party without extra charge.

And, further, if upon a comparison of the cost of the two designs, it is found that the substitute design is less costly than the original design of the second party, then the difference in cost shall become a credit to the said first party, and shall be deducted from the price to be paid under the bid of the second party.

Tools.—The contractor is to furnish all the tools of every kind and description, including pumps, cars and track necessary to the full and complete carrying out of this contract, and on completion of the work, is to remove all tools, buildings and material of all kinds from the right of way of the Main Drainage Channel.

Precautions.—Whatever precautions may be necessary to render any portion of the work more secure in any respect, or to decrease the liability of accident from any cause, or to avoid contingencies which are liable to delay the completion of the work, shall be taken by the contractor.

Workmen.—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Chief Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where special skill is required.

Patents.—It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in any wise come against said first party, or which may result, on account of any infringement of any patent by means of the use of any materials, machinery, device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by Sanitary District.

Damages.—If any damages shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining, or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, the Chief Engineer shall have the right to estimate the amount of said damages, and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damages shall be deducted from the money due said contractor under this contract. And in the event of any claim or suit, or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money in the same manner and upon the same conditions as hereinafter in the next following clause of this contract provided.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person, growing out of any act or doing of himself or his employes, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all claims, suits or actions of every name and description brought against the

said Sanitary District for or on account of any such injuries, or such damages received or sustained by any person or persons by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suit or claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Sanitary District Law.—The said contractor hereby agrees to carry on all the work provided for in this contract, in strict conformity to the requirements of the law under which the Sanitary District of Chicago is organized, entitled, "An Act to create Sanitary Districts and to remove obstructions from the Desplaines and Illinois Rivers," Approved May 29, 1889, in force July 1, 1889, which provides in Section 11, among other things, that "No person shall be employed on said work unless he be a citizen of the United States, or has in good faith declared his intentions to become such a citizen. In all cases where an alien after making his declaration of intention to become a citizen of the United States shall, for the space of three months after he could lawfully do so, fail to take out his final papers and complete his citizenship, such failure shall be *prima facie* evidence that his declaration of intentions was not made in good faith. And that eight hours shall constitute a day's work."

Time.—The contractor agrees to begin work within thirty days after the execution of this contract, weather permitting. Provided, that the said contractor agrees not to proceed to the execution of any part of the work until he shall have been notified by the said Sanitary District to proceed therewith.

The works hereinbefore specified to be done are to be prosecuted with all possible diligence and completed on or before May 1st, 1897.

Prices.—In consideration of the said

work being carried on and completed in time and manner as hereinbefore specified, the said party of the first part agrees to pay to the said party of the second part the following amounts for each kind of work, respectively, and the said party of the second part agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the material, tools, labor, etc., to wit:

(a)—Lump sum price for all work applying to sluice gates constructed above elevation of seventeen and seventy-five one-hundredths (17.75) feet below datum, one hundred and twenty thousand (\$120,000) dollars.

(b)—Price per cubic yard for masonry applying to sluice gates below elevation seventeen and seventy-five one-hundredths (17.75) feet below datum, eleven (\$11) dollars.

(c)—Price per cubic yard for concrete applying to sluice gates below elevation seventeen and seventy-five one-hundredths (17.75) feet below datum, five (\$5) dollars.

(d)—Price per cubic yard for excavation, measured in excavation, below elevation, seventeen and seventy-five one hundredths (17.75) feet below datum, fifty-nine (\$0.59) cents.

(e)—Lump sum price for all metal, timber and labor entering into the construction of bear trap, fifty-eight thousand dollars (\$58,000).

The price proposed must include all royalties for patents or patented material and appliances used in the construction of the work described in the specifications and agreements, and, before final payment is made, the contractor shall furnish a satisfactory guarantee against all said claims.

Time and Manner of Payment. — When the masonry work with attached metal pertaining to the sluice gates has been fully completed, then a payment of one-third ($\frac{1}{3}$) of the contract price for the same shall be made. When all of the metal which is to form a part of sluice gates and bear trap has been delivered at the site of the work, then a second payment of one-third ($\frac{1}{3}$) of the contract price for the work shall be made. When the entire work and machinery is placed in its proper position, and is in thorough working order, then upon its acceptance by the Chief En-

gineer, the final payment of the remaining one-third ($\frac{1}{3}$) of the contract price shall be made subject to the other conditions of this contract. Provided, however, that no payment shall be paid herein by first party before November 1st, 1896.

For all the foundation and mason work on which there is a specified price per cubic yard, monthly estimates will be made and returned by the Chief Engineer, and payments made on or before the tenth (10th) day of each month for the work done during the preceding month to the amount of eighty-seven and one-half ($87\frac{1}{2}$) per cent. of the value thereof.

Failure to Complete.—It is further agreed by the said party of the second part that if the work to be done under this contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause, excepting acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or if at any time the Chief Engineer shall be of opinion, and shall so certify in writing to the said party of the first part, that said work or any part thereof, is unnecessarily and unreasonably delayed, or that the contractor is willfully and persistently violating any of the conditions or covenants of this contract, or is not executing said contract in good faith, the said party of the first part shall have the power to notify said contractor to discontinue all work, or any part thereof, as may be designated by said party of the first part, and the said party of the first part shall thereupon have the power either to complete said work by contract, or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Chief Engineer may deem necessary to complete the work herein described, or any part thereof. And in so doing, said Chief Engineer may use such tools, implements and materials as may be found upon the line of said work. The cost of doing such work shall be charged to the said contractor, and any moneys that may then be due, or may at any time thereafter become due to said contractor, under and by virtue of this contract, or any part thereof, shall be applied by first party to the payment of such cost, so far as the same shall suffice therefor, and the remainder of the cost

of so completing said work, if any, shall be paid by said contractor to first party on demand.

Payment of Laborers.—Said contractor shall pay the laborers employed by him promptly at regular intervals, and at least twice each month, and shall not pay said laborers in scrip, checks, or other evidences of indebtedness, nor in any manner other than with lawful currency of the United States, and, if at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed and in manner aforesaid, or for materials, tools, explosives, machinery, appliances, fuel, provisions or supplies of any sort or kind used or consumed in, upon or on account of the work covered by this contract the party of the first part shall have power to pay for such labor or materials, explosives, machinery, appliances, fuel, provisions or supplies of whatever sort or kind, out of any moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain by its engineer the amounts due or owing from said contractor to any laborer or laborers, or to any person or persons for materials, tools, explosives, machinery, apparatus, fuel, provisions or supplies of any sort or kind or consumed upon, in or on account of the work covered by this contract, in such manner and upon such proof as the said Engineer may deem sufficient, and without giving any notice of such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, or to said persons furnishing as aforesaid, shall be final and conclusive evidence as against said contractor, and may thereafter be paid over by the said first party to such laborer or laborers, or to such persons furnishing as aforesaid.

Final Payment.—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or material except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with, and the said Chief En-

gineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty (30) days and after such completion and satisfactory test and successful operation and the delivery of such certificate, pay, and it hereby binds itself to pay the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting five per cent of the contract price herein to be reserved until a final satisfactory test, on the turning in of the water for practical operation, and excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided, that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement or otherwise improperly given.

It is further stipulated and agreed that the obligations of this contract shall not be taken as fully performed by the contractor until said Regulating Works shall have been tested by the letting of water into the Main Channel and its flowage through said works; and should such test disclose any defects in material or workmanship not conforming to the specifications, plans and contract, the contractor shall replace all such defective parts at his own expense.

Health Regulations.—Said party of the second part agrees to make provision for an ample supply of suitable drinking water for employes, and to take such means as shall effectually prevent the creation of a nuisance on any part of the right of way of said Sanitary District, or adjacent thereto.

Contractor's Bond.—The contractor shall furnish a bond in the sum of fifty thousand (\$50,000) dollars, with good and sufficient sureties, the same to be satisfactory to the Board of Trustees of the Sanitary District, conditioned for the faithful performance of all the terms and conditions of this contract, and should the sureties on said bond at any time fail financially, or be, in the opinion of said Board of Trustees, insufficient security for the penalty of said bond, then, in that case, they may, on giving ten days notice thereof in writing, require said contractor to furnish a new or additional

bond in the place of the bond so having become insufficient or worthless.

In Witness Whereof, on the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part have hereunto set their hands and seals.

(Signed)

THE SANITARY DISTRICT OF CHICAGO,

By BERNARD A. ECKHART,

Attest: *President.*

[SEAL] JAS. REDDICK,

Clerk.

GEORGE B. CHRISTIE, [SEAL]

JESSE LOWE, [SEAL]

GEO. A. LEDERLE. [SEAL]

Co-partners doing business under the firm name of Christie & Lowe."

(Accompanied by bond.)

APPROVAL OF ANNUAL REPORTS OF CLERK AND TREASURER FOR 1895, AND REPORT OF TREASURY DEPARTMENT FOR DECEMBER, 1895.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, with reference to and accompanied by the annual reports of the Clerk and Treasurer for 1895, with enclosures, presented and referred to that Committee at the meetings held January 3 and 15, 1896, (pages 3049 and 3089, respectively, of the Proceedings) recommending that said reports be approved and placed on file, and also returning for filing the report of the Treasury Department for December, 1895, presented and referred to that Committee at the meeting held January 3, 1896, (page 3070 of the Proceedings); and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, ordered printed, and, with enclosures, placed on file, and the recommendations made in the report concurred in.

The motion prevailed unanimously, and it was so ordered,

The following is

THE REPORT:

"CHICAGO, January 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Fi-

nance, to whom were referred the annual reports of the Clerk and Treasurer for the year ending December 31, 1895, which reports were presented to your Honorable Body at the meetings held January 3 and 15, 1896 (pages 3049 and 3089, respectively, of the Proceedings), respectfully report that they have examined and compared the said reports, and find same to be correct.

Your Committee therefore return said reports herewith, with the recommendation that the same be approved and placed on file.

Your Committee also return herewith the report from the Treasury Department for the month of December, 1895, presented and referred at the meeting held January 3, 1896 (page 3070 of the Proceedings), and recommend that the same be placed on file.

Respectfully submitted,

(Signed)

FRANK WENTER,

Chairman.

Z. R. CARTER,

J. P. MALLETT,

Committee on Finance."

(Three (3) enclosures.)

REPORT ON CONTINUATION OF HISTORY OF DISTRICT.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, with reference to and accompanied by report of the Clerk, transmitting to the Board an order instructing the Committee on Ceremonies to have prepared a continuation of the history of the "Drainage Channel and Waterway," presented and referred to that Committee at the meeting held January 15, 1896, (page 3089 of the Proceedings,) recommending that said order be referred to the Committee on Ceremonies, as provided in the report; and the report was read.

Mr. Carter, seconded by Mr. Mallett, moved that the report be adopted, ordered printed, and, with enclosure, placed on file, the recommendations made in the report concurred in, and the accompanying order referred to the Committee on Ceremonies, as provided in the report.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, January 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Fi-

nance, to whom was referred, at the meeting of your Honorable Body held January 15, 1896, (page 3089 of the Proceedings) the report of the Clerk, transmitting to the Board for such action as it deem proper an order instructing the Committee on Ceremonies to have prepared a continuation of the history of the "Drainage Channel and Waterway," beg leave to report as follows:

Your Committee recommend that said order be referred to a Special Committee, consisting of the President of the Board and the Chairmen, respectively, of the Committees on Finance and Engineering, said Special Committees to be known as the "Committee on Ceremonies."

Your Committee further recommend that said Committee on Ceremonies take the matter under advisement, and report to the Board in the premises.

The report of the Clerk is returned herewith for filing.

Respectfully submitted,

(Signed) Z. R. CARTER,
J. P. MALLETT,
Committee on Finance."

(Two (2) enclosures).

REPORT ON CLAIM FOR PAYMENT OF
PREMIUM ON DESIGN FOR SWING
BRIDGE.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, with reference to and accompanied by communication and bill from C. L. Strobel, being claim for payment of premium (\$750) on design for swing bridge submitted with bids for bridges and masonry at Romeo, Lemont and Willow Springs, said claim having been presented and referred to that Committee at the meeting held July 24, 1895, (page 2756 of the Proceedings), recommending that the claim be not allowed and that the Clerk be directed to transmit a copy of the report to said C. L. Strobel; and the report was read.

Mr. Carter, seconded by Mr. Mallette, moved that the report be adopted, ordered printed and, with enclosures, placed on file, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven (7). Nays—Mr. Wenter—one (1).

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, with enclosures, placed on file, and the recommendations made in the report concurred in.

The following is

THE REPORT:

"CHICAGO, January 22, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—In regard to the communication of C. L. Strobel, accompanied by bill, being claim for payment of premium (\$750) on design for swing bridge submitted with bids for bridges and masonry at Romeo, Lemont, and Willow Springs, which claim was presented to your Honorable Body and referred to the Committee on Finance at the meeting held July 24, 1895 (page 2756 of the Proceedings), your Committee report as follows:

It appears that the matter of the payment of this premium was passed upon by the Board of Trustees at the meeting held December 19, 1894 (page 2368 of the Proceedings), and that the Board at that time refused to allow the claim.

Your Committee are averse to reopening the question, and therefore return said communication and bill for filing, with the recommendation that the claim be not allowed, and that the Clerk be directed to transmit a copy of this report to Mr. Strobel.

Respectfully submitted,

(Signed) Z. R. CARTER,
J. P. MALLETT,
Committee on Finance."

(One (1) enclosure.)

REPORT AND ORDINANCE FOR \$900,000 OF
4½ PER CENT. CURRENCY BONDS
—FIFTH ISSUE.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, transmitting ordinance providing for the issue of \$900,000 of 4½% currency bonds—fifth issue—for the corporate purposes of the District, said report authorizing and directing the Clerk to advertise for bids, and to have prepared a prospectus for the said issue of bonds, and rescinding order for the preparation of a prospectus for \$1,000,000 of bonds, adopted at the meeting held January 15, 1896, (page 3096 of the Proceedings); and the report and accompanying ordinance were read.

Mr. Wenter, seconded by Mr. Mallette, moved that the report be adopted, ordered printed, and, with accompanying ordinance, placed on file, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, with accompanying ordinance, placed on file, and the recommendations made in the report concurred in.

Mr. Wenter, seconded by Mr. Mallette, then moved the passage of the accompanying ordinance.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the accompanying ordinance passed.

The following is

THE REPORT:

“CHICAGO, January 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance transmit herewith an ordinance providing for the issue of \$900,000 of $4\frac{1}{2}\%$ currency bonds of the Sanitary District of Chicago (to be the fifth issue), said bonds to be of the denomination of \$1,000 each and to be dated February 1, 1896; interest payable semi-annually—July and January—and we recommend the passage of said ordinance by your Honorable Body.

Your Committee further recommend that the Clerk of this District be authorized and directed to advertise, under the direction of the Committee on Finance, for proposals for purchasing said fifth issue of bonds, to be issued in accordance with said ordinance, bids to be opened February 10, 1896.

Your Committee also recommend that the order directing the Clerk to prepare and have printed a prospectus for the issue of \$1,000,000 of bonds, adopted at the meeting held January 15, 1896, (page 3096 of the Proceedings), be rescinded, and that the Clerk be now authorized and directed to prepare, under the direction of the Committee

on Finance, and cause to be printed for circulation three hundred (300) copies of a prospectus for the said fifth issue of bonds.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

Z. R. CARTER,

J. P. MALLETT,

Committee on Finance.”

(Accompanied by ordinance.)

The following is

THE ORDINANCE:

“Be It Ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That there be borrowed the sum of nine hundred thousand (\$900,000) dollars for the corporate purposes of the Sanitary District of Chicago, and that interest-bearing coupon bonds be issued therefor to the amount of nine hundred thousand (\$900,000) dollars by said Sanitary District of Chicago, said bonds to be of the denomination of one thousand (\$1,000) dollars each, all to bear date of the first day of February, 1896. Forty-five thousand (\$45,000) dollars of the principal of said bonds to be payable on the first day of January of the year 1897, and of each of the years thereafter following until and including the year 1916, said bonds to be numbered consecutively from twelve thousand and one (12,001) to twelve thousand nine hundred (12,900), inclusive, and to bear interest at the rate of four and one-half ($4\frac{1}{2}\%$) per centum per annum from the date thereof. Interest to be payable on the first day of July and of January in each year, and to be evidenced by coupons attached to each bond, to be numbered consecutively, each coupon to bear the number of the bond to which it is attached, and to be for the sum of twenty-two and fifty-one-hundredths (\$22.50) dollars (except the first coupon on each bond of this issue, which shall be for the sum of eighteen and seventy-five one-hundredths (\$18.75) dollars), and the first, or No. one (1) coupon of each bond to be payable on the first day of July, 1896, and the next, or No. two (2) coupon on each bond to be payable on the first day of January, 1897, and so on, each succeeding coupon being payable six (6) months after the preceding one, both principal and interest to be payable at the office of the Treasurer of the Sani-

tary District of Chicago, interest to be payable only upon presentation and surrender of the proper interest coupons. Such bonds shall be signed on behalf of the Sanitary District of Chicago by the President of the Board of Trustees and countersigned by the Clerk of the Sanitary District of Chicago, and attested by the seal of said Sanitary District.

SECTION 2. That said bonds, when they are executed, shall be deposited with the Treasurer of said District for safe keeping, and shall be sold at such price and for such rates as the Board of Trustees of this District shall, from time to time, determine and direct, and the proceeds arising from the sale of said bonds shall be received by the Treasurer of said District as such, and shall be used for the corporate purposes thereof, as may be directed, from time to time, by the Board of Trustees.

SECTION 3. That in each of the hereinafter mentioned years there shall be and hereby is levied and assessed on the taxable property within said District, the sums respectively as follows:

For the year 1896, eighty-two thousand, one hundred and twenty-five (\$82,125) dollars.

For the year 1897, eighty-three thousand, four hundred and seventy-five (\$83,475) dollars.

For the year 1898, eighty-one thousand, four hundred and fifty (\$81,450) dollars.

For the year 1899, seventy-nine thousand, four hundred and twenty-five (\$79,425) dollars.

For the year 1900, seventy-seven thousand, four hundred (\$77,400) dollars.

For the year 1901, seventy-five thousand, three hundred and seventy-five (\$75,375) dollars.

For the year 1902, seventy-three thousand, three hundred and fifty (\$73,350) dollars.

For the year 1903, seventy-one thousand, three hundred and twenty-five (\$71,325) dollars.

For the year 1904, sixty-nine thousand, three hundred (\$69,300) dollars.

For the year 1905, sixty-seven thousand, two hundred and seventy-five (\$67,275) dollars.

For the year 1906, sixty-five thousand, two hundred and fifty (\$65,250) dollars.

For the year 1907, sixty-three thou-

sand, two hundred and twenty-five (\$63,225) dollars.

For the year 1908, sixty-one thousand, two hundred (\$61,200) dollars.

For the year 1909, fifty-nine thousand, one hundred and seventy-five (\$59,175) dollars.

For the year 1910, fifty-seven thousand, one hundred and fifty (\$57,150) dollars.

For the year 1911, fifty-five thousand, one hundred and twenty-five (\$55,125) dollars.

For the year 1912, fifty-three thousand, one hundred (\$53,100) dollars.

For the year 1913, fifty-one thousand and seventy-five (\$51,075) dollars.

For the year 1914, forty-nine thousand and fifty (\$49,050) dollars.

For the year 1915, forty-seven thousand and twenty-five (\$47,025) dollars.

For the purpose of paying the principal and interest of the bonds issued under this ordinance, said sums so levied being sufficient to pay the interest on said bonds as it falls due, and also to pay and discharge the principal thereof as the same shall fall due; and the Clerk of this District is hereby directed in the year 1896 and in each of the years thereafter, until and including the year 1915, to include the amount required by this ordinance to be raised by taxes in each of said years, respectively, in the amount which shall be certified to the County Clerk in each of said years as the amount required to be raised by taxation in said District.

SECTION 4. Bonds to be issued in pursuance of this ordinance may be registered with the Treasurer of said District, and after such registry no transfer shall be valid, except upon the books of said Treasurer, but the registry thereafter upon the books of the Treasurer of a transfer to bearer shall restore transferability by delivery; said bonds shall continue, subject to successive registrations and transfers to bearer, as aforesaid, at the option of each holder.

SECTION 5. That the credit and resources of the Sanitary District of Chicago be and the same are hereby irrevocably pledged to the payment of the bonds which shall be issued in pursuance of this ordinance, and the interest thereon as it shall fall due.

SECTION 6. This ordinance shall take effect and be in force from and after its passage."

REPORT ON REQUISITIONS NOS. 526 AND 1065.

Mr. Wenter, for the Joint Committee on Engineering and Finance, presented a report from that Committee, with reference to and accompanied by Requisitions No. 526, for the Engineering Department, and No. 1065, for the Clerical Department, presented and referred to that Committee at the meeting held January 15, 1896, (page 3088 of the Proceedings), recommending that said requisitions be allowed; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, ordered printed and placed on file, the recommendation made therein concurred in, and the accompanying requisitions allowed.

On roll-call the vote stood: Yeas—Messrs. Braden Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8.) Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, the recommendation made therein concurred in and the accompanying requisitions allowed.

The following is

THE REPORT:

"CHICAGO, January 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom were referred at the meeting held January 15, 1896, (page 3088 of the Proceedings) Requisitions No. 526, for the Engineering Department, for three months supplies, \$359.00, and No. 1065, for the Clerical Department, for stationery, \$67 20, beg leave to report that they have considered said requisitions and return same herewith, with the recommendation that they be allowed.

Respectfully submitted,

(Signed)

FRANK WENTER,

Z. R. CARTER,

J. P. MALLETTE,

ALEX. J. JONES,

Joint Committee on Engineering and Finance."

(Two (2) enclosures.)

REPORT ON SPOILING OF MATERIAL ON SECTION H.

Mr. Wenter, for the Joint Committee on Engineering and Finance, presented a report from that Committee, with reference to and accompanied by report, with enclosures, from the Chief Engineer, and communication from Gahan & Byrne, with reference to the spoiling of material excavated from Section H on one side of the Channel, presented and referred at the meetings held November 6 and 27, 1895, (pages 2912 and 2969, respectively, of the Proceedings), recommending that the Chief Engineer be authorized and directed to permit and authorize the spoiling of said material under conditions as set forth in the report; and the report was read.

Mr. Wenter, seconded by Mr. Jones, moved that the report be adopted, ordered printed, and, with enclosures, placed on file, and the recommendation made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8.) Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, with enclosures, placed on file, and the recommendation made in the report concurred in.

The following is

THE REPORT:

"CHICAGO, January 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—After carefully considering the questions raised by the communication of the Chief Engineer, under date of November 6, 1895, relative to depositing the entire amount of material excavated from the Main Channel by the Mason & Hoover Conveyor (operating on Section H) on the spoil area provided on the north side of the Channel, we have to report as follows:

Having made an investigation of the ground and investigated the conditions which obtain upon the work, we recommend that the Chief Engineer be authorized and directed to permit and authorize Gahan & Byrne, contractors for Section H, to continue to spoil the entire excavation made by the Mason & Hoover Excavator from the Main Channel upon the north spoil area for a distance of 325 feet, more or less, eastward from the

point at which the said Mason & Hoover Excavator rested when it ceased work on November 28th, upon condition that the said Gahan & Byrne, contractors, for themselves and their assigns, assume all loss or damage caused by or resulting from the deposit of the entire excavation from the Channel on the said north side for the distance of 325 feet, more or less, easterly from the said station which may occur during the life of this contract or any properly authorized extension thereof. But before this permission is given by the Chief Engineer an agreement, conforming to this recommendation, executed by the said Gahan &

Byrne, shall be filed with the Clerk of this District.

Respectfully submitted,

(Signed)

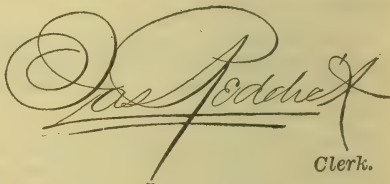
FRANK WENTER,
THOMAS KELLY,
J. P. MALLETT,
Z. R. CARTER,
ALEX. J. JONES.

Joint Committee on Engineering and Finance."

(Two (2) enclosures).

ADJOURNMENT.

On motion of Mr. Weuter, seconded by Mr. Kelly, the Board then adjourned.



Clerk.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

JANUARY 29 AND 31, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundredth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, January 29, 1896, at 2 o'clock P. M.

In the absence of the President, the Clerk called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette and Wenter—seven (7), and subsequently

Mr. Smyth, making a total of eight (8) members, were present.

ELECTION OF PRESIDENT PRO TEM.

Mr. Boldenweck, seconded by Mr. Wenter, moved that Mr. James P. Mallette be elected President *pro tem* of the meeting.

The motion prevailed unanimously, and it was so ordered.

Mr. Mallette then took the Chair.

MINUTES.

The minutes of the regular meeting held January 22, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Boldenweck.

*
VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Isham Randolph, (postage stamps).....	\$ 36 00
J. E. Thomas, Agent, (typewriting machine).....	50 00

R. Seelig, (repairing levels).....	\$ 33 55	
Frank L. Grant, Assignee, (rubber stamps).....	2 25	
Henry Gebhardt, (repairing chairs).....	1 40	
		\$ 123 20

CLERICAL DEPARTMENT.

Western Bank Note and Engraving Company, (letter heads).....	\$ 4 00	
Wyckoff, Seamans & Benedict, (stationery).....	2 65	
A. C. McClurg & Co., (stationery).....	6 20	
John M. Duffy, (special services).....	200 00	
Waukesha Hygeia Mineral Springs Company (water).....	3 75	
		\$ 216 60

LAW DEPARTMENT.

Frank Vander Bogart, Clerk, (court fees).....	\$ 5 15
---	---------

GENERAL ACCOUNT.

C. F. W. Junge, (postage stamps).....	\$ 20 00	
Chicago Edison Company, (electric lighting).....	91 06	
Smith, Reckitt, Clarke & Co., (examining books of Treasurer and Clerk).....	328 50	
James Reddick, (expense).....	252 80	
		\$ 692 36
Grand total.....		\$ 1,037 31

Mr. Kelly, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette and Wenter—(7). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition:

No. 943, Police Department (kerosene and sundries)..... \$ 51 00

Mr. Kelly, seconded by Mr. Boldenweck, moved that Requisition No. 943, for the Police Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 943, for the Police Department, as read and shown above, allowed.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in ac-

cordance with the Rules, showing the number of employes in each department for the week ending January 25, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, January 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending January 25, 1896, as the same have been reported to me:

Engineering department.....	111
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	38
Towpath force.....	2
Telephone operator.....	1

Total employes..... 164

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

SEMI-ANNUAL PROPERTY RETURN FROM
ENGINEERING DEPARTMENT.

The Clerk presented a report from the Chief Engineer, transmitting the semi-

annual property return from the Engineering Department for the half year ending December 31, 1895; and the report was read.

Mr. Kelly, seconded by Mr. Carter, moved that the report be ordered printed and, with accompanying property return, referred to the Joint Committee on Finance and Engineering.

The motion prevailed unanimously, and the report was ordered printed, and, with accompanying property return, so referred.

The following is

THE REPORT:

"CHICAGO, January 27, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the property return of the Engineering Department for the half year ending December 31st, 1895.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

(Accompanied by property return).

RESIGNATION OF PRINCIPAL ASSISTANT ENGINEER AND NOMINATION OF CHIEF DRAFTSMAN.

The Clerk presented a report from the Chief Engineer, advising the Board of the resignation of Mr. Edgar Williams, Principal Assistant Engineer, recommending that said position be abolished, and that of Chief Draftsman created, and nominating Mr. C. H. Hillebrand for said position; and the report was read.

Mr. Kelly, seconded by Mr. Wenter, moved that the report be ordered printed and referred to the Committee on Rules, and the resignation of Mr. Edgar Williams, as Principal Assistant Engineer, as set forth therein, accepted.

The motion prevailed unanimously, the report was ordered printed and so referred, and the resignation of Mr. Edgar Williams, as Principal Assistant Engineer, as set forth therein, accepted.

The following is

THE REPORT:

"CHICAGO, January 28, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have to report the

resignation of Mr. Edgar Williams, Principal Assistant Engineer, to take effect January 31st. I respectfully recommend that this resignation be accepted; that the rank of Principal Assistant Engineer be abolished and that the position of Chief Draftsman be created. My reason for this is that Mr. Williams' great value to the District lay in his intimate acquaintance with the records and history of the drafting department, involving right of way questions and other valuable items of personal knowledge, in addition to his professional ability and long service, qualifications and inherent merits which no new appointee could bring to the service of the District. I recommend the appointment of Mr. C. H. Hillebrand to the position of Chief Draftsman at a salary of \$150.00 per month.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

PAYMENT TO ALFRED ROEBUCK FOR WORK ON APPROACH TO CROSSING AT STEPHENS STREET, LEMONT.

The Clerk presented a report from the Chief Engineer, asking authority for the payment to Alfred Roebuck of \$500 for work done on the approach to crossing of the Main Channel at Stephens street, Lemont, as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Braden, moved that the report be ordered printed and referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously, and the report was ordered printed and so referred.

The following is

THE REPORT:

"CHICAGO, January 28, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have in hand a voucher in favor of Alfred Roebuck for labor performed and gravel used at Lemont upon the Stephens street approaches to the crossing of our Channel, the amount of which is \$500. This work was done to meet the requirements of the Highway Commissioners under an agreement made between them and Mr. U. W. Weston, Superintendent of Construction. All of the facts in this connection have been reported by him to the Attorney and President and I was instructed by the

President to ask your authorization of the payment called for.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT ON RE-ORGANIZATION OF ENGINEERING DEPARTMENT.

Mr. Boldenweck, Chairman, presented a report from the Committee on Engineering, recommending the re-organization of the Engineering Department, as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, ordered printed and placed on file, and the recommendations made therein concurred in.

The motion prevailed unanimously, and it was so ordered,

The following is

THE REPORT:

"CHICAGO, January 28, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—After carefully considering the needs of the Engineering Department as laid before us by the Chief Engineer, we respectfully recommend that the permanent organization be upon the following basis: That the three divisions or bureaus provided for in the Rules be continued as therein set forth, and that the force employed be as follows:

	Salary Per Month.
Four assistant engineers.....	\$ 175 00
Eight sub-assistant engineers...	150 00
Thirteen instrument men.....	125 00
Twelve sub-instrument men ...	100 00
Eight computers.....	\$75 to 100 00
Nine draftsmen.....	75 to 150 00
Thirteen rodmen	75 00
Thirteen chain, flag and axmen.	62 40
One record clerk	125 00
One assistant clerk.....	75 00
One stenographer.....	75 00
One messenger.....	40 00

We recommend that the Construction Divisions be reorganized upon a basis of three divisions, as follows: The Corwith Division in charge of E. R. Shnable, Assistant Engineer, to comprise Sections D to O, inclusive. The Willow Springs Division in charge of H. B. Alexander, Assistant Engineer, to comprise Sections C to 4, inclusive. The Lockport-Lemont

Division in charge of Chas. L. Harrison, Assistant Engineer, to comprise Sections 5 to 15, inclusive. We recommend that the Chief Engineer be instructed to assign the men who are retained in the service to the several sub-divisions of the work for which their experience and knowledge seems to make them most available.

It is very desirable that this reorganization be made effective at as early a date as possible. We recommend, therefore, that the Chief Engineer be instructed to reorganize on the lines suggested in this report as soon as the necessary changes in the force and transfer of notes and other data pertaining to the work can be made, and that he report to your Honorable Body as soon as he has effected the reorganization.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

THOMAS KELLY,

Z. R. CARTER,

J. P. MALLETT,

ALEX. J. JONES.

Committee on Engineering."

REPORT ON POSSIBLE REDUCTION OF ENGINEERING FORCE.

Mr. Boldenweck, Chairman, presented, as a report from the Committee on Engineering, an order instructing the Chief Engineer to dispense with the services of certain employees of the Engineering Department, as provided in the order; and the order was read.

Mr. Boldenweck, seconded by Mr. Smyth, moved the adoption of the order.

The motion prevailed unanimously, and the President declared the order adopted, and the Chief Engineer instructed as provided therein.

The following is

THE ORDER :

"WHEREAS, The matter of re-organization has been gone into carefully by the Committee on Engineering,

Ordered, That the Chief Engineer be instructed to dispense with the services of the thirty-six men whose names were given him by said Committee; the reduction of force to take place on and after the 31st inst."

ADJOURNMENT TO SPECIAL TIME.

Mr. Wenter, seconded by Mr. Boldenweck, moved that when the Board adjourn, it do adjourn to meet Friday, January 31, 1896, at 11 o'clock A. M.

The motion prevailed unanimously, and it was so ordered.

ORDER FOR RENEWAL OF LEASE OF PRESENT OFFICES.

Mr. Wenter presented an order, authorizing and directing the President and Clerk to execute, on behalf of the District, a renewal of the lease of the present offices of the District in the Rialto Building, as provided in the order; and the order was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the order be ordered printed and referred to the Committee on Finance, with instructions to report back to the Board at the adjourned meeting to be held on Friday, January 31, 1896.

The motion prevailed unanimously, and the order was ordered printed and so referred.

The following is

THE ORDER :

“Ordered, That the President and Clerk be and they are hereby authorized and directed to execute, on the part of this District, a renewal of the lease, as prepared by the Attorney, of the offices in the Rialto Building now occupied by it, for a term extending from May 1st, 1896, to April 30th, 1897.”

ORDINANCE AMENDING ORDINANCE CREATING POLICE DEPARTMENT.

Mr. Braden presented an ordinance amending Section 8 of ordinance creating the Police Department, passed at the meeting held July 12, 1893, as provided therein; and the ordinance was read.

Mr. Jones, seconded by Mr. Boldenweck, moved that the ordinance be ordered printed and referred to the Joint Committee on Rules and Health and Public Order.

The motion prevailed unanimously, and the ordinance was ordered printed and so referred.

The following is

THE ORDINANCE:

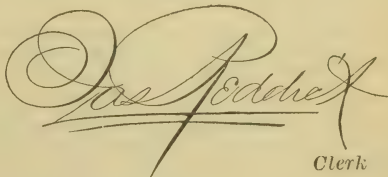
“Be It Ordained by the Board of Trustees of the Sanitary District of Chicago:

That Section 8 of the ordinance creating a Department of Police of the Sanitary District, adopted July 12, 1893, be and the same is hereby amended so as to read as follows:

SECTION 8. The Committee on Health and Public Order shall consider all applications for positions on the Police force, and under the directions of said Committee such examination of applicants shall be made as shall be prescribed under the Rules adopted by the Board of Trustees. Applicants having passed a satisfactory examination shall be placed on a list of eligibles, from which only appointments to the force shall be made.”

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Smyth, the Board then adjourned to meet Friday, January 31, 1896, at 11 o'clock A. M., pursuant to motion.



Clerk

ADJOURNED MEETING.

The adjourned session of the three hundredth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Friday, January 31, 1896, at 11 o'clock A. M., pursuant to motion.

In the absence of President Eckhart,

President *pro tem.* Mallette called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven (7) members, were present.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department, Chief Engineer's roll (January, 1896).....	\$ 1,441 67	
Engineering Department, Division of Construction (January, 1896)	5,111 80	
Engineering Department, Division of Drafting and Designing (January, 1896).....	2,635 80	
Engineering Department, Division of Records (January, 1896).....	863 00	
Engineering Department, Special Service roll (January, 1896).....	1,703 20	
Engineering Department, Discharged Men's roll (January, 1896)...	50 00	
		\$ 11,805 47
Clerical Department, Clerk's roll (January, 1896).....		833 33
Law Department, Attorney's roll (January, 1896).....	\$ 1,288 34	
Law Department, Joliet roll (January, 1896).....	458 33	
		\$ 1,746 67
Treasury Department, Treasurer's roll (January, 1896).....		166 67
General Account, General roll (January, 1896).....	\$ 50 00	
General Account, Towpath roll (January, 1896).....	145 00	
General Account, Trustees' roll (January, 1896).....	2,333 33	
		\$ 2,528 33
Police Department, Marshal's roll (January, 1896).....		2,908 60
Grand total		<u>\$ 19,989 07</u>

Mr. Boldenweck, seconded by Mr. Smyth, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven (7.) Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

SPECIAL AUTHORITY GIVEN HALEY AND O'DONNELL IN MATTER OF POSSESSION OF "ALLEN" LAND.

The Clerk presented a report from the Attorney, transmitting an order, authorizing Haley & O'Donnell to take all necessary action in the matter of the maintaining of possession by the District of the "Allen" land, and recommending the passage of said order; and the report and accompanying order were read.

Mr. Boldenweck, seconded by Mr. Jones, moved that the report be ordered printed and placed on file, the recommendations made therein concurred in and the accompanying order adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven (7.) Nays—None.

Upon which result the President de-

clared the motion carried, the report ordered printed and placed on file, the recommendation made therein concurred in, and the accompanying order adopted.

The following is

THE REPORT, WITH ACCOMPANYING ORDER:

"CHICAGO, January 31, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have received communications from Messrs. Haley & O'Donnell, local counsel at Joliet, to the effect that they are experiencing some difficulty in maintaining the exclusive possession of the District to the Allen tract, owing to the claim made by Mr. Allen that the District did not acquire the full ownership of the premises by condemnation.

Messrs. Haley & O'Donnell desire a special authority to represent the District in the matter of maintaining its possession of the tract, and I transmit herewith a draft of an order on the subject, satisfactory to Messrs. Haley & O'Donnell, and recommend its passage.

Very respectfully,

(Signed) CHARLES S. DENEEN,

Attorney."

THE ORDER :

"Ordered, That Haley & O'Donnell, Attorneys for the District in Will County, take all action that may be necessary to maintain the possession by the Sanitary District of Chicago of its property in the Township of Lockport, known as Tracts thirty-three, thirty-four and fifty (33, 34 and 50), in Section twenty-two (22) in said township, and to give proper and necessary notice to all persons who have placed obstructions upon said property, and to cause the same to be removed at once, in such manner as may be by them deemed proper and expedient."

CHAIRMAN OF COMMITTEE ON FINANCE
TO SIGN PAY-ROLL WARRANTS.

Mr. Carter presented an order, authorizing and directing the Chairman of the Committee on Finance, in the absence of the President, to sign warrants for certain pay-roll vouchers, as provided in the order; and the order was read.

Mr. Carter, seconded by Mr. Smyth, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth, and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried, the order adopted, and the Chairman of the Committee on Finance authorized and directed to sign warrants as provided therein.

The following is

THE ORDER:

"Ordered, That the Chairman of the

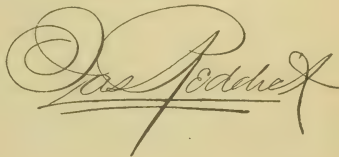
Committee on Finance of the Board of Trustees of the Sanitary District of Chicago, in the absence of the President, be and he is hereby authorized and directed to sign the warrants for the pay-roll vouchers, approved and ordered paid at the meeting of said Board of Trustees held this thirty-first day of January, 1896."

ADDITIONAL TIME FOR REPORT ON ORDER FOR RENEWAL OF LEASE OF
PRESENT OFFICES.

Mr. Wenter, Chairman, made a verbal report from the Committee on Finance, with reference to the order authorizing and directing the President and Clerk to execute, on behalf of the District, a renewal of the lease of the present offices, presented and referred to that Committee at the meeting held January 29, 1896, (page 3134 of the Proceedings) stating that the Committee had considered the matter, but desired and requested further time in which to make a report, which was unanimously granted, on motion of Mr. Smyth, seconded by Mr. Boldenweck.

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Boldenweck, the Board then adjourned.



Clerk.

January 29,]

—3137—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

FEBRUARY 5 AND 10, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and first regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, February 5, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held January 29, 1896, and of the adjourned session of the same regular meeting, held January 31, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Kelly.

VOUCHERS.

The Clerk presented the following vouchers:

CLERICAL DEPARTMENT.

C. S. Austin (ice).....	\$ 3 00
Warner's Towel Supply (toweling)	2 00
A. L. Deane & Co. (safe) ..	40 00
	\$ 45 00

LAW DEPARTMENT.

Chicago Telephone Com- pany (toll service).....	\$ 2 30
C. S. Austin (ice).....	3 00
Warner's Towel Supply (toweling)	1 50
C. S. Deneen (expense)....	31 50
	\$ 38 30

GENERAL ACCOUNT.

Geo. H. Mitchell (setting tablet, Section 10).....	\$ 25 96
Grand total.....	\$109 26

Mr. Kelly, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition:

No. 527, Engineering Department
(safe, Corwith office).....\$70 00

Mr. Boldenweck, seconded by Mr. Kelly, moved that Requisition No. 527, for the Engineering Department, as read and shown above, be allowed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 527, for the Engineering Department, as read and shown above, allowed.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending February 1, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending February 1, 1896, as the same have been reported to me:

Engineering department.....	76
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	37

Towpath force.....	3
Telephone operator.....	1

Total employes.....	129
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Respectfully submitted,
(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of January, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of and charged to the Clerical Department during the month of January, 1896, was \$1,946.60, divided as follows:

Salaries.....	\$ 1,725 00
Stationery.....	12 85
Special services, John M. Duffy.....	200 00
General expenses.....	8 75

Total.....	\$ 1,946 60
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The above statement includes the salaries for both December, 1895, and January, 1896.

There are no outstanding liabilities, and the expenses for the present month will, from present indications, be about \$200.

The total amount expended and charged to the General Account during the month of January, 1896, was \$8,406.64, divided as follows:

Salaries.....	\$1,893 58
Printing.....	181 53
Rent.....	1,875 00
Telephone service.....	764 17
Electric lighting.....	91 06
Expert Accountants.....	328 50
General expenses.....	272 80

Total.....	\$8,406 64
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The above statement includes the sal

aries for both December, 1895, and January, 1896.

There are outstanding liabilities against the General Account for advertising sale of bonds, amounting to \$530, and for printing, amounting to \$340, and the expenses for the present month will be about \$1,200.

During the month of January, 1896, there were regular warrants authorized and drawn against the various accounts for \$55,181.27, as follows:

Engineering Department.....	\$ 25,665 79
Clerical Department.....	1,946 60
Law Department.....	5,180 23
Treasury Department.....	333 33
General Account.....	8,406 64
Law Department (Land Acc't)	4,000 00
Police Department.....	6,781 70
Interest Account.....	1,866 98
Emergency Fund, James Reddick, Clerk.....	500 00
Emergency Fund, Charles S. Deneen, Attorney.....	500 00
Total.....	<u>\$ 55,181 27</u>

As directed by your Honorable Body at the meetings held October 9 and December 11, 1895, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of January, 1896, were paid in tax levy warrants, with six (6) per cent interest coupons attached, drawn against the tax levy for 1895, as follows:

Engineering Department (Construction Account), tax levy warrants.....	\$ 199,982 63
Which, added to the cash expenditures for the month....	<u>55,181 27</u>
Makes a total expenditure for the month of.....	<u>\$ 255,163 90</u>

The total of tax levy warrants issued to January 31, 1896, has been \$1,478,-187.16.

Of the balance of the \$1,000,000 appropriated for the payment of District Bonds and interest on bonds and tax levy warrants, there were expenditures during January, 1896, to the amount of \$1,866.98, leaving the unexpended balance of the appropriation \$270,633.02.

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

APPOINTMENT OF ASSISTANT ENGINEER.

The Clerk presented a report from the Chief Engineer, nominating Mr. W. T. Keating for the position of Assistant Engineer, and asking that the nomination be confirmed; and the report was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report be ordered printed and placed on file, and the nomination of Mr. W. T. Keating, as Assistant Engineer, as provided therein, confirmed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8.) Nays—None.

Upon which result the President declared the motion carried, the report ordered printed and placed on file, and the nomination of Mr. W. T. Keating, as Assistant Engineer, as provided therein, confirmed.

The following is

THE REPORT:

"CHICAGO, February 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Permit me to recommend that the vacancy existing in the grade of Assistant Engineer be filled by the promotion of Sub-Assistant Engineer W. T. Keating to that grade. Mr. Keating's professional attainments fit him for the duties of the position, and his long and faithful service to the District would be fittingly recognized by his promotion.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT ON RE-ORGANIZATION OF ENGINEERING DEPARTMENT.

The Clerk presented a report from the Chief Engineer, stating that the re-organization of the Engineering Department, as provided in the report of the Committee on Engineering, adopted at the meeting held January 29, 1896 (page 3133 of the Proceedings), had been carried out as set forth in his report.

The report was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have to report that the

re-organization of the Engineering Department, with the reduced force fixed by you on the 29th ult., has been carried out so far as the assignment of men is concerned, and the transfer of notes and data affecting the newly formed divisions will be consummated in time to have the mid-monthly estimates come in from the divisions as re-organized.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

PAYMENT TO ILLINOIS TRUST AND SAVINGS BANK OF INTEREST UNDER AGREEMENT FOR PURCHASE OF TAX-LEVY WARRANTS.

The Clerk presented a report from the Treasurer, transmitting communication and statement from the Illinois Trust and Savings Bank, with reference to interest under agreement of December 11, 1895, for the purchase of tax-levy warrants; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be ordered printed, and, with enclosures, referred to the Committee on Finance.

The motion prevailed unanimously, and the report was ordered printed, and, with enclosures, so referred.

The following is

THE REPORT:

"CHICAGO, February 3d, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The enclosed communication from the Illinois Trust and Savings Bank in regard to the payment of interest for month of January, under their contract of December 11th, 1895, I wish to submit to your Honorable Body for your information and for such action as may seem proper.

I have investigated their statement and find their claim of \$2,045.54 for January interest is correct.

Very respectfully,

(Signed) MELVILLE E. STONE,
Treasurer.

By A. B. CLEGHORN,
Assistant Treasurer."

(Accompanied by communication and statement.)

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the

Treasury Department for the month of January, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"Balance on hand at date of last report.....	\$ 440,170.56
Received from James Reddick, Clerk, sale of Histories by A. C. McClurg & Co.....	\$ 8.00
Received from Ft. Dearborn National Bank, interest for January..	130.19
Received from National Bank of Illinois, interest for January.....	143.83
Received from Chicago National Bank, interest for January.....	136.64
Received from Globe National Bank, interest for January.....	130.91
Received from Garden City Banking & Trust Company, interest for January.....	9.86
Received from Metropolitan National Bank, interest for January..	147.00

Total cash received for month.....	\$ 706.43
	\$ 440,876.99

Total cash disbursed during month as per annexed schedules, viz:

Clerical Department....	\$ 1,730.00
Treasury Department..	167.36
Engineering Departm't.	25,558.42
James Reddick, Clerk..	500.00
Charles S. Deneen, Attorney.....	500.00
Law Department.....	4,706.75
Law Department—Land Account.	4,000.00
General Account.....	5,721.90
Police Department.....	6,873.86
Interest Account.....	1,866.93
	\$ 51,625.27

Balance this date, in banks as per schedule endorsed hereon	*\$ 389,251.72
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*Of the \$389,251.72 on hand, \$270,633.02 is the balance of the appropriation of \$1,000,000.00 made by ordinance of October 9, 1895, for the payment of District bonds and in-

terest, leaving the net available
cash balance this date..... \$118,618.70

(Signed) MELVILLE E. STONE,
Treasurer.

CHICAGO, January 31, 1896."

SCHEDULE:

Metropolitan National Bank.....	\$ 78,859.95
Fort Dearborn National Bank.....	76,122.08
Chicago National Bank.....	75,638.08
Globe National Bank.....	60,665.21
National Bank of Illinois.....	76,962.61
Garden City Banking and Trust Company.....	21,003.79
Total.....	<u>\$389,251.72</u>

REPORT ON EMPLOYMENT OF NON-RESIDENTS IN ENGINEERING DEPARTMENT.

Mr. Boldenweck, Chairman, presented a report from the Committee on Engineering, as directed by order adopted at the meeting held January 3, 1896, (page 3076 of the Proceedings), with reference to the employment of non-residents in the Engineering Department, making certain recommendations in regard thereto; and the report was read.

Mr. Boldenweck, seconded by Mr. Jones, moved that the report be adopted, ordered printed and placed on file, and the recommendations made therein concurred in.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, February 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—We have had under advisement the order adopted at the meeting held January 3, 1896, (page 3076 of the Proceedings), relating to the employment of non-residents to positions in the Engineering Department, and in response to our call for information in this regard, the present Chief Engineer has submitted to us a list of those non-residents who obtained employment with the District prior to his entering upon the duties of Chief Engineer, and also of those now in the service of the District who have secured employment since his term of office commenced, together with information as to the reasons which influenced their appointment.

Of this list, eight are employes on the special roll and twelve are employes on

the regular roll. The majority of the non-residents employed were appointed about four years ago, when the Engineering Department was first organized.

We find that it has been the general desire of the last Board, whose successors we are, that citizenship of this District should be one of the requisites qualifying applicants to appointment, and that when this qualification has not been insisted upon, it has been in some instances for reasons which fully justified the appointment made.

While we recommend that this qualification be insisted upon as a rule of the Board, we recognize that occasions may arise when the best interests of the District can be served by making an exception; in all such cases, however, the exception should be made under authority of the Board upon the recommendation of the President and Committee on Engineering.

We therefore, in this connection, recommend the adoption of such an amendment to the Rules as shall provide that exceptions may be made in the Engineering Department only on the recommendation of the President and the Committee on Engineering.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES.

Committee on Engineering."

REPORT ON PAYMENT TO ALFRED ROEBUCK FOR WORK ON APPROACH TO CROSSING AT STEPHENS STREET, LEMONT.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to and accompanied by report from the Chief Engineer, asking authority for the payment to Alfred Roebuck for work done on the approaches to crossing of the Main Channel at Stephens Street, Lemont, presented and referred to that Committee at the meeting held January 29, 1896, (page 3132 of the Proceedings) recommending that said work be authorized and paid for as provided in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Smyth, moved that the report be adopted, ordered printed, and, with enclosure, placed on file, and the recommendation made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, with enclosure, placed on file, and the recommendation made in the report concurred in.

The following is

THE REPORT:

“CHICAGO, February 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago :

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred at the meeting of your Honorable Body held January 29, 1896, (page 3132 of the Proceedings) a report from the Chief Engineer, asking authority for the payment to Alfred Roebuck of \$500 for the work done on the approaches to crossing of the Main Channel at Stephens Street, Lemont, as set forth in the report, beg leave to report as follows:

We recommend that five hundred (\$500) dollars, the amount named in the report of the Chief Engineer as the amount of the voucher in favor of Alfred Roebuck, be paid to the said Roebuck upon the filing with the Clerk of the District an acceptance of the work done on the approaches to the Stephens Street crossing and a release of the District from further liability for the maintenance of said approaches, duly executed by the Highway Commissioners of the Town of Lemont.

The report of the Chief Engineer is herewith returned for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,

Joint Committee on Engineering and Finance.”

(One (1) enclosure.)

REPORT ON AMENDMENT TO RULE 38.

Mr. Smyth, for the Committee on Rules, presented a report from that Committee, with reference to amendment to

Rule 38 of the Rules of the Board of Trustees, concerning employes of the Engineering Department, presented and referred to that Committee at the meeting held January 3, 1896, (page 3077 of the Proceedings) transmitting a substitute for said amendment, and recommending that the same be adopted.

The report and accompanying substitute amendment were read, and, under the Rules, ordered printed and laid over.

The following is

THE REPORT, WITH ACCOMPANYING AMENDMENT:

“CHICAGO, February 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago :

GENTLEMEN—Your Committee on Rules, to whom was referred at the meeting held January 3, 1896 (page 3077 of the Proceedings), an amendment to Rule 38 of the Rules of the Board of Trustees, with reference to employes of the Engineering Department, beg leave to report that they have considered the same.

We transmit herewith an amendment to Rule 38, and recommend that the same be adopted by the Board in lieu of that referred to the Committee.

Respectfully submitted,

(Signed) B. A. ECKHART,
Chairman.
THOMAS A. SMYTH,
Z. R. CARTER,
Committee on Rules.”

THE AMENDMENT:

“38. The Chief Engineer shall have entire charge of the work of the Engineering Department, and shall organize and administer the same so as to secure a full record of the nature and cost of all operations, and full responsibility of all employes. But no person shall be eligible to appointment or employment in the Engineering Department hereafter who is not a resident of the Sanitary District and a citizen of the State of Illinois, except by order of the Board and upon the recommendation of the President and Committee on Engineering.”

REQUEST FOR LEASE OF LAND ON SECTION F.

The Clerk presented a communication from Jno. J. McCaughey, Summit, Ill., requesting a lease of certain land on Section F, as set forth in the communication; and the communication was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the communication be ordered printed and referred to the Joint Committee on Finance and Judiciary.

The motion prevailed unanimously, and the communication was ordered printed and so referred.

The following is

THE COMMUNICATION:

"SUMMIT, COOK COUNTY, ILL., }
January 31, 1896. }

To the Honorable Board of Commissioners, Sanitary District of Chicago, Ill:

HONORABLE SIRs—I would like to know if I could get a lease of the land on Section "F" on Drainage Canal unoccupied by the contractors on said section, and if not now, could I get it when contractors have finished the construction of said section.

I wish to utilize the ground for pasture and would like to hear from you gentlemen concerning this matter at your earliest convenience.

Yours very truly,

(Signed) JNO. J. McCAUGHEY."

OFFICES TO BE CLOSED ON "LINCOLN'S BIRTHDAY."

Mr. Braden presented an order, directing that the offices of the District be ordered closed on Wednesday, February 12, 1896, the same being "Lincoln's Birthday"—a legal holiday; and the order was read.

Mr. Braden, seconded by Mr. Wenter, moved the adoption of the order.

The motion prevailed unanimously, and the President declared the order adopted, and the offices of the District ordered closed as provided therein.

The following is

THE ORDER:

"*Ordered*, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed on Wednesday, February 12, 1896, the same being 'Lincoln's Birthday,'—a legal holiday."

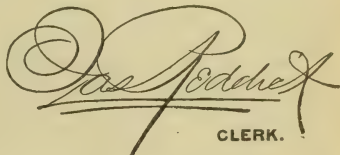
ADJOURNMENT TO SPECIAL TIME.

Mr. Wenter, seconded by Mr. Boldenweck, moved that when the Board adjourn it do adjourn to meet Monday, February 10, 1896, at 1:30 o'clock P. M.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Boldenweck, the Board then adjourned to meet Monday, February 10, 1896, at 1:30 o'clock P. M., pursuant to motion.



CLERK.

ADJOURNED MEETING.

The adjourned session of the three hundred and first regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Monday, February 10, 1896, at 1:30 o'clock P. M., pursuant to motion.

President Eckhart called the Board to order.

On roll call Messrs. Boldenweck, Carter, Eckhart, Jones, Smyth and Wenter—six (6) members, were present.

REPORT ON PAYMENT TO ILLINOIS TRUST AND SAVINGS BANK OF INTEREST UNDER AGREEMENT FOR PURCHASE OF TAX LEVY WARRANTS.

Mr. Wenter, Chairman, presented a

report from the Committee on Finance, with reference to and accompanied by report from the Treasurer, transmitting communication and statement from the Illinois Trust and Savings Bank, concerning payment of interest, under agreement of December 11, 1895, for purchase of tax levy warrants, presented and referred to that Committee at the meeting held February 5, 1896, (page 3141 of the Proceedings;) said report authorizing and directing the Clerk to pay the Illinois Trust and Savings Bank interest to February 1, 1896, as provided in the report; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, ordered printed and, with enclosures,

placed on file, the recommendation made in the report concurred in, and the Clerk authorized and directed to pay interest, as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Smyth and Wenter—six (6). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and, with enclosures, placed on file, the recommendation made in the report concurred in, and the Clerk authorized and directed to pay interest, as provided in the report.

The following is

THE REPORT :

“CHICAGO, February 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago;

GENTLEMEN—Your Committee on Finance, to whom was referred at the meeting held February 5, 1896, (page 3141 of the Proceedings) the report of the Treasurer, accompanied by communication and statement from the Illinois Trust and Savings Bank, with reference to interest under agreement of December 11, 1895, for the purchase of tax levy warrants, respectfully report that they have examined the report and interest statement, and find the amount of interest due under the agreement on February 1, 1896, was \$2,045.54, for which amount your Committee recommend that the Clerk of this District be authorized and directed to draw a warrant on the Treasurer, payable to the order of the Illinois Trust and Savings Bank, to be charged to the Interest Account of the District, and to be drawn from funds heretofore appropriated on October 9, 1895, for the payment of interest on tax levy warrants.

The report, communication and statement are returned herewith for filing.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
Z. R. CARTER,
Committee on Finance.”

(Accompanied by report, communication and statement.)

REPORT ON CLAIM FOR RENT OF “PRIVATE ROAD” AT KEDZIE AVENUE.

Mr. Wenter, Chairman, presented a report from the Joint Committee on Fi-

nance and Engineering, with reference to and accompanied by communication from P. E. McDonnell, being claim for rent of “private road” at Kedzie avenue, presented and referred to that Committee at the meeting held October 30, 1895, (page 2908 of the Proceedings), recommending that said claim be not allowed; and the report was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed and, with enclosure, placed on file, and the recommendation made in the report concurred in.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

“CHICAGO, February 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering, to whom was referred at the meeting held October 30, 1895 (page 2908 of the Proceedings), a communication from P. E. McDonnell, being claim for rent of “private road” at Kedzie avenue, beg leave to return said claim herewith, and recommend that the same be not allowed.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
WM. BOLDENWECK,
Z. R. CARTER,

Joint Committee on Finance and Engineering.”

(One (1) enclosure.)

REPORT ON MAINTENANCE OF ROADWAY ALONG MAIN CHANNEL.

Mr. Wenter, Chairman, presented a report from the Joint Committee on Finance and Engineering, with reference to and accompanied by report of the Marshal, concerning the maintenance of a roadway along the Main Channel, presented and referred to that Committee at the meeting held February 21, 1894, (page 1789 of the Proceedings), recommending that the Marshal be authorized to continue the arrangements now in force; and the report was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed, and, with enclosure,

placed on file, and the recommendation made in the report concurred in.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, February 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In regard to the report of the Marshal, with reference to the maintenance of a roadway along the Main Channel, presented to the Board and referred to the Joint Committee on Finance and Engineering at the meeting held February 21, 1894 (page 1789 of the Proceedings), your Committee report as follows:

It appears that the Marshal, acting under authority conveyed in the report of the Joint Committee on Engineering and Finance, concurred in at the meeting held November 21, 1894 (page 2319 of the Proceedings), has maintained the roadway established along the towpath of the Illinois and Michigan Canal, and to that end the various contractors along the line have co-operated to the extent of furnishing such teams and labor as have been necessary for the repair of the roadway after washouts.

Under the above authority, the Marshal has also employed a roadmaster, who furnishes a horse, as recommended in the report referred to us, and has also employed such labor from time to time as was necessary for trifling repairs, such as repairing ruts, culverts, etc., and the expense of such repairs has been approved by the Board on the General Account Towpath Pay-roll each month.

Your Committee recommend that the Marshal be authorized to continue the arrangements now in force with reference to the maintenance of said roadway, and we herewith return the report for filing.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
WM. BOLDENWECK,
Z. R. CARTER,
ALEX. J. JONES.

Joint Committee on Finance and Engineering"

(One (1) enclosure.)

REPORT ON REQUEST FOR LEASE OF LAND ON SECTION F.

Mr. Wenter, Chairman, presented a report from the Joint Committee on Finance and Judiciary, with reference to and accompanied by communication from Jno. J. McCaughey, requesting a lease of certain land on Section F, presented and referred to that Committee at the meeting held February 5, 1896 (page 3143 of the Proceedings), recommending that the request contained in the communication be not granted; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, ordered printed and, with enclosure, placed on file, and the recommendation made in the report concurred in.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, February 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Joint Committee on Finance and Judiciary, to whom was referred at the meeting held February 5, 1896 (page 3143 of the Proceedings), a communication from Jno. J. McCaughey, Summit, Illinois, requesting a lease of certain land on Section F, as set forth in the communication, beg leave to report that, after a consideration of the matter, we are persuaded that it would be unwise at this time to encumber the property of the District in any way.

In view of the small revenue that could be derived from renting the property in question for pasturage purposes, we respectfully return said communication for filing, and recommend that the request therein contained be not granted.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
Z. R. CARTER,
ALEX. J. JONES.

Joint Committee on Finance and Judiciary."

(One (1) enclosure.)

COMMUNICATION REGARDING SALE OF BONDS.

The Clerk presented a communication from S. A. Kean, concerning the sale of \$900,000 4½% bonds, as set forth in the communication.

The same was read, and, by unanimous consent, was ordered placed on file.

PRESENTATION OF BIDS FOR \$900,000 OF
BONDS—FIFTH ISSUE.

The President then announced that in conformity with advertisement of January 22, 1896, inviting bids for the purchase of \$900,000 of 4½% currency bonds of the District (being the fifth issue), the Board would now proceed to the opening and consideration of the bids received for the said bonds up to 12 o'clock noon of February 10, 1896.

The Clerk then presented and opened two (2) bids received for the purchase of said issue of bonds, as shown in the following

SUMMARY OF BIDDERS:

No.	NAME.	Location.	Checks Deposited.
1	Royal Trust Co	Chicago...	\$ 603 72
2	First National Bank of Chicago and Illinois Trust and Savings Bank	Chicago...	27,000 00

SCHEDULE OF BIDS

For \$900,000 Bonds (Fifth Issue,) Opened
February 10, 1896.

No.	BIDDERS.	Amount Bid For.	
		\$20,000	\$900,000
1	Royal Trust Co	\$124 premium or 100 $\frac{62}{100}$	
2	First National Bank of Chicago and Illinois Trust and Savings Bank		\$5,710 50 premium or 100 $\frac{63.45}{100.00}$

The following are

THE BIDS IN DETAIL:

(1) "CHICAGO, February 10, 1896.

Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—We hereby offer you for

twenty thousand dollars of the new bonds to be issued by the Sanitary District of Chicago, dated February 1st, 1896, at the rate of one hundred and 62-100 dollars, or the sum of twenty thousand one hundred and twenty-four dollars for twenty thousand of the bonds.

Inclosed please find cashier's check for six hundred three dollars and seventy-two cents (\$603.72), being three per cent. of the amount of the bid.

Yours respectfully,

(Signed) *Royal Trust Company,*

J. B. WILBUR,

President."

(2) "CHICAGO, Feb. 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The undersigned will pay for \$900,000 of bonds of the Sanitary District of Chicago, bearing interest at the rate of 4½% per annum, and issued in accordance with your advertisement of January 22, the sum of—par, accrued interest, and a premium of \$5,710.50 (fifty-seven hundred and ten and fifty one-hundredths dollars)—that is to say \$905,710.50 (nine hundred and five thousand seven hundred and ten and fifty one-hundredths dollars), and accrued interest, for the \$900,000 of bonds.

Payments to be made in such amounts as may be hereafter agreed upon between your Board and the undersigned; but no payments to be made until your Board has furnished evidence satisfactory to our attorneys showing the legality of the issue.

In the event of the undersigned desiring to take up and pay for bonds prior to such dates of delivery as may be agreed upon, they are to have the right to take up the undelivered portion at any time, by payment of the premium thereon agreed to as above, and the accrued interest to date of such delivery.

Herewith please find our cheque for \$27,000, on account of said bid.

Respectfully yours,

(Signed) *First National Bank of Chicago*

By GEO. D. BOULTON,
Manager.

Illinois Trust and Savings Bank

By B. M. CHATTELL,
Asst. Cashier."

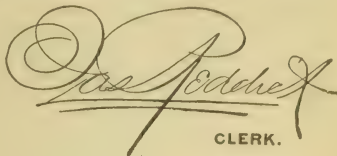
BIDS FOR BONDS TO BE TABULATED AND
REFERRED TO COMMITTEE ON FI-
NANCE.

Mr. Wenter, seconded by Mr. Carter, then moved that the bids for the \$900,000 4½ % bonds, as read and shown above, be tabulated, printed and referred to the Committee on Finance, with instructions to report back to the Board at the next meeting.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Smyth, the Board then adjourned.



CLERK.

February 10,]

—3149—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

FEBRUARY 12 AND 13, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and second regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, February 12, 1896, at 2 o'clock P. M.

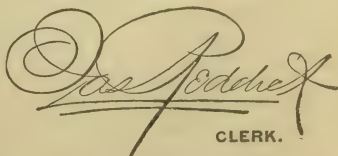
President Eckhart called the Board to order.

On roll-call Messrs. Braden and Eckhart —two (2) members, were present. No quorum.

ADJOURNMENT TO SPECIAL TIME.

Mr. Braden moved that the Board adjourn to meet on Thursday, February 13, 1896, at 1:30 o'clock P. M.

The motion prevailed unanimously, and the Board stood adjourned to meet Thursday, February 13, 1896, at 1:30 o'clock P. M.



CLERK.

ADJOURNED MEETING.

The adjourned session of the three hundred and second regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Thursday, February 13, 1896, at 1:30 o'clock P. M., pursuant to motion.

President Eckhart called the Board to order.

On roll-call Messrs. Braden, Carter,

Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held February 5, 1896, and of the adjourned session of the same regular meeting, held February 10, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Mallette.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Stromberg, Allen & Co. (blocking paper).....	\$ 1 50	
Cargill & Co. (typewriter paper).....	2 80	
F. Mayer & Co. (blue prints).....	26 95	
Post, Jacobi & Bruning Co. (blue prints).....	1 44	
John McCaffery, (rent, Brighton Park, January, 1896)	25 00	
Frank S. Amick, Agent, (rent, Corwith, January, 1896).....	15 00	
J. M. Abbitt, (rent, Willow Springs, January, 1896).....	20 00	
H. S. Norton, (rent, Lemont, January, 1896).....	18 00	
O. W. Moon, (rent, Lockport, January, 1896).....	20 00	
E. Hastings, (gauge reading, January, 1896).....	10 00	
Mary Rusk, (gauge reading, January, 1896).....	10 00	
Wm. McGinnis, (gauge reading, January, 1896).....	10 00	
Wm. Kirkham, (gauge reading, January, 1896).....	10 00	
Joseph Carlin, (gauge reading, January, 1896).....	10 00	
McIntosh Battery & Optical Co. (slide boxes).....	1 35	
Chicago Towel Supply Co., (toweling).....	5 40	
Waukesha Hygeia Mineral Springs Co., (water).....	7 50	
C. S. Austin, (ice).....	12 00	
Wagner Bros. (boarding horse).....	12 00	
Treleven Optical Co. (photo supplies).....	3 52	
Wm. Trinkaus (expense).....	13 76	
E. R. Shnable, (traveling and expense).....	12 08	
Chas. L. Harrison, (traveling and expense).....	29 43	
Chas. L. Harrison, (traveling and expense).....	15 27	
	<hr/>	
	\$	293 00

GENERAL ACCOUNT.

John F. Higgins, (printing proceedings, etc.).....	\$	340 72
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POLICE DEPARTMENT.

Daniel E. Tracy (horse shoeing).....	\$ 25 50	
Edward Williams, (expense).....	123 83	
	<hr/>	
	\$	149 33
Total.....	\$	783 05

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott, (Section 1, February 1, 1896).....	\$16,612 57
McArthur Brothers, (Section 2, February 1, 1896).....	6,300 00

Paid by warrants, with interest coupons attached, drawn against the tax levy of 1895.

Mason, Hoge & Co. (Section 6, February 1, 1896)	\$14,920 50
Mason, Hoge & Co. (Section 7, February 1, 1896)	9,132 37
Mason, Hoge, King & Co. (Section 8, February 1, 1896)	6,432 66
Mason, Hoge & Co. (Section 11, February 1, 1896)	2,427 03
Mason, Hoge & Co. (Section 12, February 1, 1896)	1,393 80
Mason, Hoge & Co. (Section 13, February 1, 1896)	784 88
Smith & Eastman, (Section 14, February 1, 1896)	5,921 12
Wright, Meysenburg, Sinclair & Carry, (Section 15, February 1, 1896)	2,219 87
Heldmaier & Neu, (Section A, February 1, 1896)	9,914 84
Heldmaier & Neu, (Section B, February 1, 1896)	1,417 50
†Angus & Gindele (Section E, February 1, 1896)	1 063 12
Gahan & Byrne, (Section G, February 1, 1896)	867 25
Gahan & Byrne, (Section H, February 1, 1896)	3,214 28
Alfred Koebuck, (Section 8, graveling Stephens street, Lemont, January 17, 1896—Final)	500 00
	*\$83,111 67
Grand total	\$83,894 72

*Paid by warrants, with interest coupons attached, drawn against the tax levy of 1895.

†Not allowed.

Mr. Mallette, seconded by Mr. Kelly, moved that the vouchers, as read and shown above, (*excepting Construction Voucher for Angus & Gindele, on Section E, for \$1,063.12,*) be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, (*except as to vouchers for E. Hastings, Mary Rusk, Wm. McGinnis, Wm. Kirkham and Joseph Carlin, \$10.00 each, for gauge reading,*) Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, (*excepting Construction Voucher for Angus & Gindele, on Section E, for \$1,063.12,*) approved and ordered paid.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending February 8, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending February 8,

1896, as the same have been reported to me:

Engineering department	87
Clerical department	4
Law department	7
Treasury department	1
Police department	39
Towpath force	2
Telephone operator	1

Total employes 141

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

ANNUAL REPORT FROM ENGINEERING DEPARTMENT FOR 1895.

The Clerk presented a report from the Chief Engineer, transmitting the Annual Report from the Engineering Department for the year ending December 31, 1895.

The report was read, and, by unanimous consent, with accompanying Annual Report, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith my report covering the Engineering and Construction work of this District for the year 1895.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE ANNUAL REPORT:

"CHICAGO, January 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Within the year last past history records high tide in the progress of our construction. As the executive head of the forces engaged in that construction, it becomes my duty to report a progress which, in its grand aggregate, reaches majestic proportions. My purpose is to make these annual reports in the form of a concise history of the work, with such references to sources of information as will enable any one who has access to those sources to secure the fullest enlightenment upon all of the subjects treated. This concise history was brought by my report for 1894 down to December 31st of that year (pages 2447-78 of Proceedings), and from that date I will now proceed.

The value of the work performed during the year 1895 reached the sum of \$6,277,268 77, and the amount vouchered on account of same, was \$5,593,055.55.

The total value of the work done up to December 31st, 1894, was \$8,437,259.33, and the amount vouchered for payment up to that date was \$7,345,234 91. The total value of the work done to December 31st, 1895, is therefore \$14,714,528 10, and the total amount vouchered for payment on account of same is \$12,938,290.46.

The total value of the existing contracts and of the work performed directly by the District is \$19,064,827.67, so that we now have completed 77.18 per cent of the same on the basis of values.

The work accomplished during the year on the basis of volumes, is as follows:

Glacial drift, 7,434,999 cubic yards, or 26.49 per cent.

Solid rock, 5,060,666 cubic yards, or 41.26 per cent.

Aggregate, 12,495,665 cubic yards, or 30.98 per cent.

Total previous excavation, †18,649,425 cubic yards, or 46.24 per cent.

*My last annual report gave the total value done as \$8,438,259.33. This amount has since reduced \$1,000.00, as per order of the Board, January 9th, 1895 (page 2418 of Proceedings).

†See report for 1894. At the time that statement was made, the Force Account Work had not all been reduced to cubic yards. This has since been done and appears in the tables attached to this report.

Total excavation December 31st, 31, 145,090 cubic yards, or 77.22 per cent.

Retaining wall built within the year, 96,983.44 cubic yards, or 25.74 per cent.

Retaining wall built previously, 2,600 cubic yards, or 0.69 per cent.

Total completed wall, 99,583.44 cubic yards, or 26.43 per cent.

These are the general results, the particulars of which are taken up section by section in the body of this report and appear in tabular form as exhibits hereto, as follows:

Exhibit A—Letter of Mr. William Trinkaus, giving the financial statement of the Engineering Department for the year and giving the data for harmonizing the same with the report of the Clerk. This letter is accompanied by two tables—No. 1, a classified statement of the disbursements for 1895, and No. 2, a classified statement of the disbursements from February 1st, 1890, to December 31st, 1895.

Exhibit B—Table No. 1, a detailed revised estimate of the work under contract up to January 1st, 1896.

Table No. 2—Statement showing condition of contracts January 1st, 1896, including vouchers of that date.

Table No. 3—A classified statement of cubic yards of material excavated and retaining wall built by contractors from the beginning of the work to January 1st, 1896.

Table No. 4—Graphical statement showing the values of the work done to January 1st, 1896.

Section "O"—McMahon & Montgomery Co., et al., Contractors.

Within the past year quite a number of questions affecting the work of this section have come before your Honorable Body. Agreements have been reached for bridging the Channel: First, with the West Park Board for the Southwest Boulevard (see Proceedings, pages 2615, 2661 and 2890 for the successive stages of this negotiation and final contract). Second, with the City of Chicago for Western avenue (page 2771 of Proceedings). Third, with the Pittsburgh, Cincinnati, Chicago & St. Louis R. R. Company (pages 2658 and 2782). Fourth, with the Chicago & Northern Pacific R. R. Company (page 2920). Fifth, with the Union Stock Yard & Transit Company (page 2923). To admit of prosecuting the work without waiting for the erection of the permanent bridges cov-

ered by the agreements with the West Park Board and the City it was necessary to provide a temporary road for the travel on Western avenue, and this work has been partially done under the authority granted by you (see request of Chief Engineer, page 2758, and report of Joint Committee on Engineering and Finance, Clause 8, page 2926 of Proceedings).

On September 14, I notified McMahon & Montgomery Co., et al., that they could cut through Western avenue (see Chief Engineer's letter book, page 29). An agreement was reached with the contractors for this section under which they make all street approaches and perform the grading which this District agreed to do for the West Park Board on the Southwest Boulevard (see contract, sixth clause, page 2891), free of cost to us, upon condition of being allowed to spoil a portion of the material from the Main Channel upon the right of way. The successive stages of this negotiation can be traced in the Proceedings of the Joint Committee on Engineering and Finance. The order under which this work is being done was issued July 12th (see pages 375-6 of Chief Engineer's letter book). The agreement of Hayes Bros. et al. is attached to contract for this section and copy of same to contract for Section "N," on file in the Chief Engineer's office. These contractors have been permitted to spoil on the right of way of the District along the Collateral Channel upon condition that the material so spoiled shall either be removed from the lands of the District before the expiration of the contract or in the event of its not being so removed becoming the property of the District, with a forfeiture of two cents per cubic yard to the District for all material remaining upon the lands of the District at the expiration of the contract or authorized extension thereof. (For the record on this see pages 2616 and 2894 of Proceedings; also letter of General Chas. Fitz-Simons, October 19th, in files of Chief Engineer and letter of Chief Engineer, November 4th, page 143 of his letter book). The contractors for this work had their attention called to their delay in completing the Collateral Channel by the Chief Engineer May 6th (page 206 of his letter book), July 20th (page 2756 of Proceedings) and October 1st (page 2895 of Proceedings). These contractors called attention to the delay to which they had been subjected by reason of failure on the part of the District to provide right of way and the loss and damage which they had thereby suffered. These com-

munications were referred to the Joint Committee on Engineering and Finance and by them reported back on November 13th (page 2926, 9th section of report).

The status of the work at the end of the year is shown in the following statement:

Main Channel, 1,504,736 cu. yds. at 21c.	\$ 315,994 56
Collateral Channel, 132,009 cu. yds at 19.9c.	26,269 79
Surface ditches, 12,000 cu. yds. at 21c.	2,520 00

Total regular contracts, 1,648,745 cu. yds.	\$ 344,784 35
Western avenue bridge.	2,500 00

Total cost of section.	\$ 347,284 35
Amount earned to Jan. 1st, 1896.	153,620 80

Unfinished work.	\$ 193,663 55
Reserved percentage.	18,948 16

Balance required to complete.	\$ 212,611 71
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Proportion of work completed, 44.23 per cent, nearly.

Section "N"—Hayes Bros., et al., Contractors.

But little progress has been made on this section within the year, owing to its being inaccessible to dredges. Such material as has been removed has been by dry methods. Some material has been spoiled upon the right of way under the agreement with the contractors which gives them this privilege in return for grading up the Southwest Boulevard, as has been set forth heretofore, under the head of Section "O" (see pages 375-6 of Chief Engineer's letter book and copy of agreement of Hayes Bros., et al., attached to copy of contract for Section "N" on file in the Chief Engineer's office; also, see order of the Board for saving brick clay, page 2737 of Proceedings).

The status of the work at the end of the year is shown in the following statement:

Main Channel, 1,105,443 cu. yds. at 23c.	\$254,251 89
Surface ditches, 8,400 cu. yds at 23c.	1,932 00

Total cost of section, 1,113,843 cu. yds.	\$256,183 89
Amount earned to January 1st, 1896.	32,154 00

Unfinished work.	\$224,029 89
Reserved percentage.	4,019 25

Balance required to complete.	\$228,049 14
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Proportion of work completed, 12.55 per cent, nearly.

Section "M"—The Heidenreich Company, Contractors.

The progress on this section has been rapid. Within the year 374,850 cubic yards have been removed, or 51.86 per cent. of the entire volume of material. All that now remains to complete the section is the removal of that portion thereof falling within the right of way of the Chicago, Santa Fe and California Railroad, Twenty-sixth Street Line. This right of way has not yet been acquired by the District. On September 4th, these contractors assigned to Charles E. Schlytern in favor of their creditors. This assignment was due to losses sustained on other work for which they were contractors, and was in no way chargeable to their contract with this District, which was admittedly a profitable one. Pending the reorganization of this work, under the assignee, it was necessary that the laborers should be paid, and the Board passed an order September 11th (page 2831-2 of Proceedings), setting aside \$1,206.91 for the purpose, charging the same to the account of the contractors, and deducting it from the current estimate then unpaid. The work on this section had gone along so smoothly that, but for this incident, no reference would have been found to it in the Proceedings other than the regular estimates and the monthly progress report of the Superintendent of Construction.

The status of the work at the end of the year is shown in the following statement:

Main Channel, 717 650 cu. yds. at 21.7c.	\$ 155,730 05
Surface ditches, 5,200 cu. yds. at 21.7c.	1,128 40
Total cost of Section, 722,850 cu. yds.	\$ 156,858 45
Amount earned to Jan. 1st., 1896.	155,947 05
Unfinished work.	911 40
Reserved percentage.	19,493 38
Balance required to complete.	\$ 20,404 78

Proportion of work completed, 99.42 per cent, nearly.

Section "L"—The Heidenreich Company, Contractors.

The output on this section within the year has been 635,850 cubic yards, or 57.71 per cent. It is now practically completed. Like Section "M," it passed into the hands of Charles E. Schlytern, on assignment, on the 4th day of September. On September 11th, (see page 2831-2 of Proceedings) the Board appro-

riated \$4,827.60 to pay laborers on this section, charging that sum to the account of the contractors, and deducting it from the current estimate then unpaid. The causes for this assignment have been given under the head of Section "M." Like Section "M," the only mention of this section in the Proceedings, outside of the monthly reports of the Superintendent of Construction and the monthly estimates, grows out of this assignment.

The status of the work at the end of the year is shown in the following statement:

Main Channel, 1,094,081 cu. yds. at 19.7c.	\$ 215,533 96
Surface ditches, 7,800 cu. yds. at 19.7c.	1,536 60
Total cost of Section, 1,101,881 cu. yds.	\$ 217,070 59
Amount earned to January 1st, 1896.	215,508 15
Unfinished work.	1,562 41
Reserved percentage.	27,153 99
Balance required to complete.	\$ 28,716 40

Proportion of work completed, 99.28 per cent, nearly.

Section "K"—Christie & Lowe, Contractors.

Work on this section has gone on with such smoothness that no mention of it is found in the Proceedings of the Board outside of the monthly progress report of the Superintendent of Construction and the regular estimates reported for payment. Within the year 701,600 cubic yards, or 60.69 per cent., has been excavated and the section is now completed except that portion of it covered by the right of way of the Belt Railway of Chicago. (See Section "I," clause relating to cleaning up in the Spring of '96, which applies to "K" as well.

The status of the work at the end of the year is shown in the following statement:

Main Channel, 1,147,753 cu. yds. at 25c.	\$ 286,938 25
Surface ditches, 8,200 cu. yds. at 25c.	2,050 00
Total cost of Section, 1,155,953 cu. yds.	\$ 288,988 25
Amount earned to January 1st, 1896.	279,050 00
Unfinished work.	\$ 9,938 25
Reserved percentage.	34,881 25
Balance required to complete.	\$ 44,819 50

Proportion of work completed, 96.56 per cent, nearly.

Section "I"—Christie & Lowe, Contractors.

The same energy and good management which characterized the progress of work on Section "K" has been equally apparent on this section. The material excavated within the year amounts to 451,600 cubic yards, or 39.62 per cent. of the whole. Quite a large yardage of material has slid into the Channel on this section and will have to be removed under the conditions of the contract, but these contractors prefer to do nothing in the way of cleaning up until the Spring of '96, when one operation will suffice for what is now to be done, and also for cleaning up slides which may occur when the frost of this Winter goes out. (See reference in report on Section "K.")

The status of the work at the end of the year is shown in the following statement:

Main Channel, 1,131,649 cu. yds. at 25c. \$ 282,912 25
Surface ditches, 8,200 cu. yds. at 25c. . . 2,050 00

Total cost of section, 1,139,849 cu. yds. \$ 284,962 25
Amount earned to January 1st, 1896 . . . 283,000 00
Unfinished work 1,962 25
Reserved percentage 35,375 00
Balance required to complete \$ 37,337 25

Proportion of work completed, 99.31 per cent, nearly.

Section "H"—Gahan & Byrne, Contractors.

Owing to an accident on January 21st, which crippled the Mason & Hoover Conveyor on this section, work was not resumed with that machine until the latter part of June. This device was reinforced by a steel machine and steam shovel similar to the equipment on the Heidenreich sections. The output for the year reached 459,353 cubic yards, or 42.65 per cent. The following references to this section will be found in the Proceedings: February 13th, page 2554, request for right of way across the Santa Fe grounds. November 6th, page 2912, report of Chief Engineer against spoiling entire excavation made by Mason & Hoover Conveyor on north spoil area, with reports thereon from Joint Committee on Engineering and Finance, November 27th, page 2956, and December 2nd, page 3004; also communication of contractors on same subject November 27th, page 2969. Request for extension of time, November 20th, page 2939. Action on same December 2nd, page 2982. Sus-

pension of Clause "J," December 18th, page 3028.

The status of the work at the end of the year is shown in the following statement:

Main Channel, 1,073,645 cu. yds. at 29c. \$ 311,357 05
Surface ditches, 3,453 cu. yds. at 29c. . . 1,001 37

Total cost of section, 1,077,098 cu. yds. \$ 312,358 42
Amount earned to January 1st, 1896 . . . 174,231 13
Unfinished work \$ 138,127 29
Reserved percentage 21,778 89
Balance required to complete \$ 159,906 18

Proportion of work completed, 55.78 per cent, nearly.

Section "G"—Gahan & Byrne, Contractors.

Progress on this section has been very satisfactory. Within the year 437,385 cubic yards, or 32.07 per cent. of the whole volume, has been excavated. The equipment on the section is very efficient and is well handled. The only references to this section in the Proceedings, outside of the monthly reports of progress and current estimates, are as follows: February 13th, (page 2554) communication from the contractors urging that they be given the right of way of the Santa Fe R. R. crossing the Channel. November 20th, (page 2939) request for extension of time for completion. November 27th, (page 2961) extension of time granted upon conditions set forth. December 18th, (page 3028) Clause "J" suspended.

The status of the work at the end of the year is shown in the following statement:

Main Channel, 1,356,066 cu. yds. at 28c. \$ 379,698 48
Surface ditches, 7,676 cu. yds. at 28c. . . 2,149 28

Total cost of section 1,363,742 cu. yds. \$ 381,847 76
Amount earned to January 1st, 1896 . . . 270,281 48
Unfinished work \$ 111,566 28
Reserved percentage 33,785 19
Balance required to complete \$ 145,351 47

Proportion of work completed, 70.73 per cent, nearly.

Section "F"—Original Contractors, Ricker, Lee & Co.

This section was readvertised for contract under order of the Board of December 19th, 1894 (page 2366). Bids were opened January 9th, 1895 (page 2419). A

comparison of the bids showed F. C. Weir to be the lowest bidder, with John McKechney the next highest (page 2421 of Proceedings). On January 16th (page 2484) a communication was presented to the Board from F. C. Weir asking permission to withdraw his bid. This communication was referred back to the Joint Committee on Engineering and Finance, which Committee reported back to the Board on January 23rd (page 2488) recommending that the contract be let to said F. C. Weir. On January 30th, the Board passed an order awarding the contract to F. C. Weir and John McKechney, under the name and style of Weir, McKechney & Co., for the completion of the work originally contracted for by Ricker, Lee & Co. The prices under the new contract being 29½ cents for glacial drift and 90 cents for solid rock per cubic yard. These contractors gave a Surety Company bond in the sum of \$100,000.00 for the faithful performance of the work. But the bond of Ricker, Lee & Co. is still held by this District, together with the sum of \$19,668.77 (the same being the amount of the 12½ per cent reservation on work done by them prior to abandonment of the contract) to indemnify the District for all loss or damage to it arising from the failure of the said original contractors to complete the work according to the terms of their agreement. The new contractors did not succeed in equipping this section on time to do any work before the month of May, when they excavated 10,500 cubic yards. Their total output to December 31st is 200,900 cubic yards. On December 21st, this section was inundated by back water from the old channel of the Desplaines and the steam shovels were entirely submerged. This misfortune was due to the removal by the new contractors of a levee built by Ricker, Lee & Co. for the protection of the work, which was of ample dimensions to insure its safety. This removal was made in entire disregard of the warnings of the Engineer in charge of the work, and of the clause in the contract which requires the contractor to protect his section against flooding. The top of the levee removed was 16 feet above datum, and the flood which caused the overflow only reached an elevation of 12.5 feet above datum, or 3½ feet below the top of the levee.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 658,286 cu. yds. at 23¼c. \$ 156,342 93
Glacial drift, 539,207 cu. yds. at 29½c. 173,816 07

Solid rock, 16,724 cu. yds. at 90c\$ 15,051 60

Total regular contracts.....\$ 345,210 60
Spillway construction..... 20,518 41
Spillway levees..... 11,653 09
Raising Santa Fe Bridge, etc..... 5,875 65

Total for section.....\$ 383,257 75
Amount earned to January 1st, 1896.. 254,662 81

Unfinished work\$ 128,594 94
Reserved percentages..... 27,076 96

Required to complete on basis of
new contract.....\$ 155,671 90
*Excess of new contract..... 35,551 81

Required to complete on basis of
original contract.....\$ 120,120 09

Proportion of work completed, 66.45 per cent, nearly.

*By opinion of the Attorney (page 3056 of Proceedings) the difference of cost incurred in reletting this section is chargeable against original contractors. Of this total difference, \$11,551.75 has been earned to January 1st, 1896, and \$24,000.06 is to be earned by Wier, McKechney & Co.

Section "E"—Angus & Gindele, Contractors.

Progress on this section has been very slow. Within the year 426,781 cubic yards of excavation, or 21.09 per cent, has been accomplished, whereas 992,296 cubic yards should have been excavated to comply with the contract requirements. The Chief Engineer reported this delinquency to the Board on July 10th, (page 2729). His report was referred to the Joint Committee on Engineering and Finance, and was returned for filing November 13, (page 2926). On December 18th, (page 3028 of Proceedings) Clause "J" was suspended on this contract.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 563,358 cu. yds. at 27¼c. \$ 154,923 46
Glacial drift, 1,348,058 cu. yds. at 27c.. 363,975 66
Solid rock, 78,765 cu. yds. at 70c..... 55,185 50

Total regular contracts.....\$ 574,034 62
Overhaul, 9,641 cu. yds. at 26.755c..... 2,579 45
Crushed stone for road..... 190 01

Total cost of section.....\$ 576,804 08
Amount earned to January 1st, 1896.. 286,631 74

Unfinished work\$ 290,172 34
Reserved percentages..... 35,482 78

\$325,655 12

Less flood damages, paid by Sanitary District and charged against Streeter & Kenefick.....\$ 5,115 22

Balance required to complete on basis of Angus & Gindele contract...\$ 320,539 90

*Difference of A. & G's and S. & K's contracts..... 30,347 51

Balance required to complete on basis of Streeter & Kenefick's contract...\$ 350,887 41

Proportion of work completed, 49.69 per cent, nearly.

*By opinion of the Attorney (page 3056 of Proceedings) the difference of cost incurred in re-letting this section is chargeable against original contractors. This difference amounts to \$30,347.51 in Streeter & Kenefick's favor. Of the total difference \$2,380.00 is for work done to January 1st, 1896, and \$27,967.51 for work yet to be done.

Section "D."—E. D. Smith & Co., Contractors.

Work on this section has progressed steadily throughout the year and the output has been 564,528 cubic yards, or 23.58 per cent of the whole excavation. An adjustment of the price to be paid for solid rock on this section has been reached and the price fixed at 92½ cents per cubic yard, (see Proceedings, September 11th, page 2827; November 27th, page 2957 and December 24th, page 3044). The developements on this section indicate that there will be much less solid rock than was shown in the Annual Report of the Chief Engineer for 1894, but inasmuch as a revised statement would still be only an approximation, that estimate appears in this report unchanged. The apparent gain to the original contractors on January 1st is \$2,380.00.

The status of the work at the end of the year is shown by the following statement:

Glacial drift, 1,876,474 cu. yds. at 26 7-16c.....\$ 496,092 81
Solid rock, 137,694 cu. yds. at 92.5c.... 127,366 95

Total regular contract\$ 623,459 76
Raising Calumet Terminal Bridge.... 1,880 54
Pile trestle, 390 feet..... 1,000 00

Total cost of section.....\$ 626,340 30
Amount earned to Jan. 1st, 1896..... 447,665 04

Unfinished work.....\$ 178,675 26
Reserved percentage..... 55,598 06

Balance required to complete.....\$ 234,273 32

Proportion of work done, 71.47 per cent, nearly.

Section "C"—Western Dredging and Improvement Co., Contractors.

Work on this section has made fair progress; within the year 560,676 cubic yards have been excavated, or nearly 80 per cent of the required progress. Nothing has transpired upon the section requiring recognition by the Board, except the application for extension of time (November 13th, page 2919 of Proceedings), which was acted upon favorably November 27th, (page 2961).

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 2,063,334 cu. yds. at 23½c.\$ 484,883 50
Building sand, extra, 6,253 cu. yds. at 12½c..... 781 63
Raising I. & M. Canal bank, force account..... 579 08

Total cost of section.....\$ 486,244 21
Amount earned to Jan. 1st, 1896..... 357,667 71

Unfinished work.....\$ 128,576 50
Reserved percentages..... 44,538 88

Balance required to complete.....\$ 173,114 88

Proportion of work done, 73.56 per cent, nearly.

Section "B"—Heldmaier & Neu, Contractors.

For the first five months of the year, excavation upon this section was confined to the easterly 3,000 feet, which was unwatered in 1894. The whole section was unwatered by the end of May, and excavation by dry methods has been prosecuted ever since. The amount of material removed within the year is 574,097 cubic yards. The only references to this section in the Proceedings are found on page 2919, November 13th, a petition for extension of time, and on page 2961, November 27th, the granting of said petition and the conditions under which it was allowed.

The status of the work at the end of the year is shown in the following statement:

Glacial Drift, 1,789,314 cu. yds. at 27c..\$ 483,114 78
Levee revetment, 2,000 cu. yds. at 20c. 400 00
Raising I. & M. Canal bank, force account..... 1,680 12

Total cost of section.....\$ 485,194 90
Amount earned to Jan. 1st, 1896..... 375,544 12

Unfinished work.....\$ 109,650 78
Reserved percentage..... 46,683 00

Balance required to complete.....\$ 156,333 78

Proportion of work done, 77.40 per cent, nearly.

Section "A"—Heldmaier & Neu, Contractors.

The work of unwatering this section was not fully accomplished until the latter part of May. In June, excavation by dry methods was commenced. During the year 276,225 cubic yards of excavation was accomplished. The references to this section in the Proceedings are as follows: January 9th, (page 2417) request for extension of time in which to complete the River Diversion levee. On account of the extreme cold weather, I ordered this work stopped before the time granted on request for extension had expired. On April 19th, (page 2613) I made a final request for extension of time, and the levee was completed within the extension of time granted by that request. April 19th, (page 2620) these contractors asked for a reduction in rental of building, on the plea of their having to pay the Illinois and Michigan Canal Commissioners \$25 per month for the ground rent. This request was granted July 10th, (page 2733 of Proceedings). November 13th, (page 2919 of Proceedings) these contractors asked for an extension of time to December 31st, 1896. On same date (page 2920) they made claim for compensation for trestle rebuilt by them in the prosecution of construction of River Diversion Levee. This claim they waive in the contract covering extension of time and suspension of Clause "J" on Section "B" (see page 2966-7). On November 27th, (page 2965) they are granted extension of time to November 30th, 1896.

The status of the work at the end of the year on this section is shown in the following statement:

Glacial drift, 2,704,933 cu. yds. at 30¢gc.	\$ 828,385 74
Solid rock, 4,188 cu. yds. at 80c.....	3,350 40

Total regular contract	\$ 831,736 14
Completing levee, 87,361 cu. yds. at 36c	31,449 96
Levee overhaul, 50,893 cu. yds. at 20c.	10,178 60
Muck removed from River, 122,342 cu. yds. at 15c.....	18,351 30
Levee trestle, 4,400 feet.....	8,597 35
Raising I. & M. Canal Bank.....	5,888 63
Extra depth, River Diversion, 21,225 cu. yds. at 30¢gc.....	6,500 16
Flood damages.....	847 40
Revetting levee, 5,520 cu. yds. at 15c..	828 00
Hard material in river.....	285 60
Expense on trestle for removing dredge	220 60

Total cost of section.....	\$ 914,883 74
Amount earned to January 1st, 1896..	467,482 77
Unfinished work	\$ 447,400 97

Reserved percentages.....	\$ 69,869 29
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Balance required to complete.....	\$ 517,270 26
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Proportion of work completed, 51.10 per cent, nearly.

Section 1—Griffiths & McDermott, Contractors.

Within the year these contractors have excavated 436,500 cu. yds. of glacial drift and 108,200 cu. yds. of solid rock and built 1,744 cu. yds. of retaining wall, besides completing their proportion of the River Diversion on Section "A." The value of the work done by them within the year foots up \$287,366.30. The only question at issue between these contractors and the Engineering Department within the year grew out of a contention on their part that the rock found on this section was not suitable for wall building and that, therefore, concrete wall should be substituted at a higher rate of compensation. It was, however, clearly demonstrated that the rock found upon the section was of a quality warranting its use under the specifications and contract, and the contractors entered upon wall construction and built within the season 1,744 cu. yds., as shown above. The only record of any question having arisen in regard to the retaining wall is found in the Chief Engineer's letter book, June 20th (page 322), July 13th (page 377) and July 22nd (page 393) and in the Proceedings of the Committee on Engineering and Finance for July 15th and 22nd. There were two extensions of time asked for within which to complete the River Diversion Levee (see January 9th, page 2417, and April 19th, page 2613 of Proceedings). The small dam at the head of the Columbia Park River Diversion was removed by S. T. Hart, under authority asked for by the Chief Engineer May 3rd, (page 2634) and granted May 1st (page 2638) at a cost of \$210. These contractors asked for extension of time for completing the section November 13th (page 2919) and were given until November 30th, 1896, upon relinquishment of claim for damages to trestle, November 27th (page 2963 of Proceedings). December 11th, (page 3019) the Chief Engineer asked approval of voucher in favor of these contractors for \$220.60 for removal of trestle to admit passage of dredge and restoration of same after dredge had passed through. Authority for this payment was granted December 18th (page 3029). Clause "J" was ordered suspended on this section in common with like suspension on other sections, December 18th, (page 3028).

These contractors asked for extension of time to December 31st, 1896, and on the same date they presented a claim for compensation for outlay made by them in reconstructing trestle used for making River Diversion Levee. The extension was granted on November 27th (pages 2961 and 2965). The claim for reconstructing trestle was relinquished and covered in the agreement for extension of time and suspension of Clause "J," Section B page 2966).

The status of the work on this section at the end of the year is shown in the following statement:

Glacial drift, 115,316 cu. yds. at 27c..	\$ 31,162 32
Glacial drift, 11,926 cu. yds. at 30½c.	3,652 34
Glacial drift, 1,134,308 cu. yds. at 42.9c.	486,618 13
Solid rock, 563,541 cu. yds. at 80c....	450,832 80
Retaining wall, 54,395 cu. yds. at \$2.90	157,745 50
Slope paving, 1,285 cu. yds. at 60c....	771 00

Total regular contracts.....\$1,130,782 09

Glacial drift, force account, River Diversion, 158,617 cu. yds. at \$6.5323c.	\$ 137,254 90
Overhaul, 164,051 cu. yds. at 20c.....	32,810 20
River improvement, force account, 10,162 cu. yds. at 46.964c.....	4,772 45
Willow Springs road.....	2,498 08
Protection of levee.....	684 00
Raising Illinois and Michigan Canal bank.....	612 12
River dyke, Conley Bros.....	300 00
Removing dam in river.....	210 00
Repairing Columbia Park buildings..	30 00

Total cost of section.....\$1,309,953 84
Amount earned to Jan. 1st, 1896..... 622,291 81

Unfinished work.....\$ 687,662 03
Reserved percentages..... 61,319 28

Balance required to complete on basis of Griffiths & McDermott's contract.....\$ 748,981 31

*Excess cost due to forfeiture of original contract..... 255,491 66

Balance required to complete on basis of original contract.....\$ 493,489 65

Proportion of work completed, 47.50 per cent, nearly.

*By opinion of the Attorney (page 3056 of the Proceedings) this difference of cost caused by forfeitures of original contract is chargeable against original contractors. Of the total amount \$110,385.01 has been earned on new contracts to Jan. 1st, 1896 and \$145,106.65 remains to be earned.

Section 2—McArthur Bros., Contractors.

Work upon this section has been pushed with such vigor that of the total excavation, 1,321,847 cubic yards, only

187,413 cubic yards remained in place on December 31st. Within the year, 132,373 cubic yards of glacial drift, and 274,058 cubic yards of solid rock have been excavated, and 1,900 cubic yards of retaining wall built. There are two references in the Proceedings to the suspension of Clause "J" on this section, March 20, (page 2587) and April 3rd, (page 2596). The adjustment of the price to be paid for cement retaining wall on this section was a source of protracted negotiation between the contractors and the Board. This first appears in the Proceedings of July 24th, (page 2753), in a letter from the Chief Engineer recommending arbitration. On this recommendation, the Joint Committee on Engineering and Finance returned a majority and minority report August 21st, (page 2779 of Proceedings). On August 28th, (page 2808) the Chief Engineer reported the refusal of the contractors to accept his authorized offer of \$3.50 per cubic yard, and transmitting the contractors' letter relating thereto. On September 5th, (page 2813) the Chief Engineer transmitted a letter from the contractors agreeing to accept \$3.50 per cubic yard for cement masonry. On September 11th, (page 2829) the Joint Committee on Engineering and Finance reported favorably on the adjustment with these contractors at \$3.50 per cubic yard, and accompanied their report with a form of contract covering the matters involved, which contract was accepted by the Board, and ordered to be executed by the President and Clerk. Under this contract the work of building retaining wall has been prosecuted.

The status of the work on this section at the end of the year is shown in the following statement:

Glacial drift, 59,191 cu. yds. at 28c....	\$ 16,573 48
Glacial drift, 707,931 cu. yds. at 50c....	353,965 50
Solid rock, 465,007 cu. yds. at 80c....	372,005 60
Rubble masonry, 35,294 cu. yds. at \$3.50	123,529 00

Total regular contracts.....\$ 866,073 58
Glacial drift, River Diversion, 89,718 cu. yds., done on force account, at 61.3095c..... 55,005 68

Total cost of section.....\$ 921,079 26
Amount earned to Jan. 1st, 1896..... 662,881 66

Unfinished work.....\$ 258,197 60
Reserved percentages..... 75,984 50

Balance required to complete.....\$ 334,182 10

Proportion of work completed, 71.97 per cent, nearly.

Section 3—Gilman & Co., Contractors.

The excavation on this section within the year amounted to 60,622 cubic yards of glacial drift and 514,648 cubic yards of solid rock, and 12,000 cubic yards of retaining wall was built. At the end of the year only 55,072 cubic yards of material remained in place. The only references to this section in the Proceedings relate first, to Clause "J," being a Committee report on March 20th (page 2587) and a communication from the Chief Engineer, April 3rd (page 2596). These contractors asked for an extension of time November 13th (page 2919 of Proceedings), which was granted November 27th (page 2961-2), the extension being to May 31st, 1896.

The status of the work at the end of the year on this section is shown in the following statement—

Glacial drift, 73,310 cu. yds. at 27c....	\$ 19,793 70
Glacial drift, 340,775 cu. yds. at 56c....	190,834 00
Solid rock, 767,897 cu. yds. at 76c.....	583,601 72
Retaining wall, 13,307 cu.yds. at \$3.25.	43,247 75
Total regular contracts.....	\$ 837,477 17
Amount earned to Jan. 1st, 1896.....	791,809 70
Unfinished work	\$ 45,667 47
Reserved percentages.....	96,502 00
Balance required to complete.....	\$ 142,169 47

Proportion of work completed, 94.55 per cent, nearly.

Section 4—McArthur Bros., Contractors.

The progress of the work upon this section within the year showed 399,721 cubic yards of glacial drift and 151,309 cubic yards of solid rock to have been excavated. The total excavation to December 31st was 1,355,060 cubic yards out of a total of 1,465,335 cubic yards. Exactly the same questions have been at issue on this section as were raised on Section 2, and the references are the same. Clause "J" is covered on pages 2587, March 20th, and 2596, April 3d. The retaining wall question is covered on page 2753, July 24th; page 2779, August 21st; page 2808, August 28th; page 2813, September 5th, and page 2829, September 11th.

The status of the work on this section at the end of the year is shown in the following statement:

Glacial drift, 48,593 cu. yds. at 27c... \$	13,120 11
Glacial drift, 1,051,407 cu. yds. at 49c.	515,189 43
Solid rock, 240,675 cu. yds. at 80c.....	192,540 00
Retaining wall, 85,000 cu. yds. at \$3.50	297,500 00
Total regular contracts.....	\$1,018,349 54

Glacial drift, River Diversion Force } Account, 106,893 cu. yds. at 50.2 c } Solid rock, River Diversion Force } Account, 17,857 cu. yds. at \$1.472. }	\$ 79,910 23
Total cost of section.....	\$1,098,259 77
Amount earned to January 1st, 1896..	721,083 77
Unfinished work.....	\$ 377,226 00
Reserved percentages.....	80,140 44
Balance required to complete.....	\$ 457,366 44

Proportion of work completed, 65.65 per cent, nearly.

Section 5—The Qualey Construction Company, Contractors.

Work on this section has progressed very smoothly. The record of the year shows 284,300 cubic yards of glacial drift and 153,300 cubic yards of solid rock to have been excavated, and 25,710 cubic yards of retaining wall to have been built. At the end of the year, 1,031,956 cubic yards of material had been removed, out of a total of 1,358,781 cubic yards estimated for the section. Total retaining wall built, 27,010. The estimate on retaining wall remaining to be built is 44,871 cubic yards. The references to this section in the Proceedings relate to extension of contract, and are as follows: November 20th, (page 2939) and November 27th, (pages 2961-64) the latter being the contract under which the extension was granted, covering the quarrying of dimension stone and the removal of condemned wall.

The status of the work at the end of the year is shown by the following statement:

Glacial drift, 1,047,984 cu. yds. at 27c..	\$282,955 68
Solid rock, 281,870 cu. yds. at 73.5c....	207,174 45
Overhaul, 814,678 cu. yds. at 4c.....	32,587 12
Retaining wall, 71,881 cu. yds. at \$3.25	233,613 25
Total regular contracts.....	\$756,330 50
Removing spoil bank, 16,671 cu. yds at 27c.....	4,501 17
Quarrying dimension stone, 10,000 cu. yds. at \$1.00.....	10,000 00
River Diversion Force Account, 12,256 cu. yds. glacial drift at .5096c.....	6,246 54
Rip-rap on levee.....	490 00
Total cost of section.....	\$787,568 21
Amount earned to January 1st, 1896.	476,585 21
Unfinished work.....	\$300,983 00
Reserved percentages.....	58,185 94
Balance required to complete.....	\$ 359,168 94

Proportion of work completed, 61.29 per cent, nearly.

Section 6—Mason, Hoge & Co., Contractors.

The rate of progress on this section during the year, as represented by the output, is as follows: 127,800 cubic yards of glacial drift, and 320,300 cubic yards of solid rock excavated, and 27,200 cubic yards of retaining wall built. At the end of the year the total excavation amounted to 1,144,300 cubic yards, out of 1,353,082 cubic yards on the section. The retaining walls on this section, amounting to 28,500 cubic yards, are now completed. The references to this section in the Proceedings are quite frequent. The first, on May 8th, (page 2633) is the return for filing of a claim for hydraulic dredge work, made by Charles Vivian & Co., against Mason, Hoge & Co., which was adjusted between the parties themselves to the satisfaction of both. On November 13th, (page 2918) on a general report on the condition of the levees, the Chief Engineer asked for an appropriation, a part of which was to be devoted to this section. This request was granted in a modified form December 24th, (page 3041). On November 20th, (page 2939) these contractors asked for an extension of time, and on the same day, (page 2941) they make a claim against the District for under-estimate of masonry wall. On November 27th, (page 2961-63) the President and Clerk were ordered to sign the contract, then reported, for this extension. On December 2nd, (page 3003) the Joint Committee reported in reference to the claim for under-estimate on masonry wall, their inability to reach a conclusion within the short time which they could devote to its consideration. On December 11th, (page 3019) the Chief Engineer asked for authority to pay the cost of extinguishing the bog fires on this and other sections, where the work had been done under his order for the protection of the levees. This request was granted December 24th, (page 3041). The amount of this appropriation expended on this section was \$462.05.

The status of the work at the end of the year on this section is shown in the following statement:

Glacial drift, 769,940 cu. yds. at 27c....	\$ 207,883 80
Glacial drift, 24,100 cu. yds. at 22c....	5,302 00
Solid rock, 559,042 cu. yds. at 73.5c....	410,895 87
Retaining wall, 28,500 cu. yds. at \$3.25.	92,625 00
Total regular contracts.	\$ 716,706 67
Embankment, 24,701 cu. yds. at 65c....	16,055 65
Hard material on levee, 11,000 cu. yds.	
at 25c.....	2,750 00
Raising levee to grade.....	1,930 89

Rip-rap on levee, 5,469 cu. yds. at 63c..	\$ 3,445 47
Suppressing fires in levee.....	462 05

Total cost of section.....	\$ 741,350 73
Amount earned to January 1st, 1896..	589,925 70

Unfinished work.....	\$ 151,425 03
Reserved percentage.....	70,507 50

Balance required to complete.....	\$ 221,932 53
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Proportion of work completed, 79.57 per cent, nearly.

Section 7—Mason, Hoge & Co., Contractors.

The rate of progress on this section, as measured by the output for the year, was 3,717 cubic yards of glacial drift and 420,200 cubic yards of solid rock excavated, and 5,800 cubic yards of retaining wall built. At the end of the year the total excavation amounted to 1,095,717 cubic yards out of an estimated aggregate on the section of 1,213,793. The Proceedings show the following references to this section: May 8th (page 2733) hydraulic dredge claim (already referred to in Section 7). September 5th (page 2814) expenditure of \$1,000 authorized for repairs to levee. November 13th (page 2918) request of Chief Engineer for appropriation for levee work granted in modified form, December 24 (page 3041.) November 20th (page 2941) claim for under-estimate on masonry; same date (page 2942) claim for scantling used in piling dimension stone, \$490.20. December 2d (page 2988) \$400 was allowed on this claim. December 2d (page 3003) Committee reports insufficient time for investigating claim for under estimate of masonry. December 11th (page 3019) request of Chief Engineer for authority to pay for labor performed under his order in protecting levee against fire; authority granted December 24th (page 3041). December 11th (page 3118) construction voucher for \$1,448.00 referred to Joint Committee on Engineering and Finance. December 18th (page 3127) said voucher reported back to the Board and approved for payment.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 270,417 cu. yds. at 26c....	\$ 70,308 42
Solid rock, 943,376 cu. yds. at 73.5c....	693,381 36
Retaining wall, 6,000 cu. yds. at \$3.25.	19,500 00
Total regular contracts.....	\$ 783,189 78
Quarrying dimension stone, 8,358 cu.	
yds. at \$1.00.....	8,328 00
Rip-rap on levee, 4,277 cu. yds. at 63c.	2,694 51

Embankment, 3,517 cu. yds. at 65c....\$	2,286 05
Earth core for levee.....	2,000 00
Raising levee to grade.....	3,800 00
Hard material on levee, 4,000 cu. yds. at 25c.....	1,000 00
Raising levee, 1,466 cu. yds. at 26c....	381 16
Suppressing fires in levee.....	693 08
Lumber for piling dimension stone...	400 00

Total cost of section.....\$	804,802 58
Amount earned to January 1st, 1896..	713,614 22

Unfinished work.....\$	91,188 36
Reserved percentage.....	86,975 18

Balance required to complete.....\$ 178,163 54

Proportion of work completed, 88.67 per cent, nearly.

Section 8—Mason, Hoge, King & Co , Contractors.

Within the year the excavation on this section amounted to 9,302 cubic yards of glacial drift and 440,200 cubic yards of solid rock; and 2,700 cubic yards of retaining wall was built. At the end of the year a total excavation of 1,266,602 cubic yards out of an estimated aggregate of 1,368,517 had been accomplished. The Proceedings contain the following references to this section: July 10th (page 2728) an expenditure of \$1,100 was authorized for building a trestle across the Channel to accommodate the travel on Stephens street. (Note—This work was done for \$966.37). On the same date, (same page) the Chief Engineer was authorized to have one of the cableways engaged upon the section moved from the west to the east side of the Santa Fe Railroad, at a cost not exceeding \$1,600.00. On September 18th (page 2835) the Chief Engineer asked authority to pay bill of Postal Telegraph Company, amounting to \$487.58, for changing wires and substituting cable for overhead wires at Lemont to enable the work to be carried on without interference. This voucher was authorized October 16th (page 2839). On November 20th (page 2936) payment of \$1,400.00 for moving a second cableway from the west of the Santa Fe Railroad to the east side. On same date (page 2940) these contractors presented a claim for extra cost to them growing out of moving their machinery across the Santa Fe Railroad, and on the same date (page 2941) a claim for under-estimate of masonry on the same terms used by them with reference to Sections 6 and 7. On December 2nd (page 3003) the Joint Committee on Engineering and Finance reported lack of time to investigate as in the other cases.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 108,072 cu yds. at 26c...\$	28,098 72
Solid rock, 1,260,445 cu. yds. at 74 $\frac{3}{4}$ c.	942,182 64
Retaining wall, 2,875 cu. yds. at \$3.25.	9,343 75

Total regular contracts.....\$	979,625 11
Road and river bridges.....	40,868 39
Moving cable towers.....	2,992 15
Relinquishment of claims, Agnew & Co.....	2,000 00
Quarrying dimension stone, 1,400 cu. yds. at \$1.00.....	1,400 00
Trestle on Main Channel.....	966 37
Improvement Stephens street.....	500 00
Moving telegraph line.....	487 58
Right of way fence.....	222 02

Total cost of section.....\$	1,029,061 62
Amount earned to Jan. 1st, 1896.....	952,552 28

Unfinished work.....\$	76,509 34
Reserved percentage.....	112,894 10

Balance required to complete.....\$ 189,403 44

Proportion of work completed, 92.56 per cent, nearly.

Section 9—Halverson, Richards & Co., Contractors.

The work of excavating this section was finished in November. The amount excavated during the year was of glacial drift, 8,032 cubic yards, and of solid rock, 435,694 cubic yards. The total excavation on the section foots up 1,138,097 cubic yards. The section under the terms of the contract cannot be accepted and final estimate returned until the period covered by the contract expires, as it will April 30, 1896. The only reference to this section in the Proceedings is on December 18th, (page 3030) a request for acceptance and release of bond which was referred to the Joint Committee on Judiciary and Finance.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 117,455 cu. yds. at 26c....\$	30,538 30
Solid rock, 1,020,642 at 76.9c.....	784,873 70

Total regular contracts.....\$	815,412 00
Adjustment of claims, Agnew & Co..	3,000 00
Trestle and track changes.....	1,012 30

Total cost of section.....\$	819,424 30
Amount earned to January 1st, 1896..	818,996 91

Unfinished work.....\$	427 39
Reserved percentages.....	101,873 08

Balance required to complete.....\$ 102,300 47

Proportion of work completed, 99.95 per cent, nearly.

Section 10—E. D. Smith & Co., Contractors.

This section was completed in September last, and the event was celebrated by appropriate ceremonies on the third day of September, which was the anniversary of the inaugural exercises on this same section in 1892, known in our history as "Shovel Day." The references to these ceremonies are found on August 28th, (page 2809) and September 11th, (pages 2822-27). The work done within the year figured up as 5,456 cubic yards of glacial drift and 294,767 cubic yards of solid rock. The aggregate volume of excavation on the section is 1,262,223 cubic yards. The final estimate cannot be returned on this section until the expiration of the time contemplated in the contract, April 30, 1896. The references to this section in the Proceedings, other than those already given, are as follows: June 26th, (page 2689) appropriation of \$600 for removing Western Stone Company's track (Quarry No. 5), to enable contractors to complete Section 9; October 16th, (page 2879) additional appropriation of \$32.44 for same work; November 20th, (page 2941) request for lease of ground by contractors; November 27th, (page 2960) President and Clerk authorized and directed to execute lease; December 2d, (page 3002) application of Nicholas Bodenschatz for right to cross right of way and Channel with railroad track refused; December 11th, (page 3019) request for authority to pay voucher of Western Stone Company for labor restoring quarry tracks to proper line, amount \$196.86; said request granted December 18th, (page 3029); December 11th, (page 3019) request for authority to pay voucher in favor of E. D. Smith & Co., for removing stairs, amount \$27.33; request granted December 18th, (page 3029). It is proper to note that an order to keep the section free from water, in compliance with the terms of the contract, issued by the Chief Engineer October 17th, (see page 99 of his letter book), has never been complied with.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 62,056 cu. yds. at 25c....	\$ 15,514 00
Solid rock, 1,200,166 cu. yds. at 80c....	960,132 80
Total regular contracts.....	\$ 975,646 80
River Diversion Levee Force Account	24,063 17
Changing and maintaining Western Stone Company's tracks.....	22,999 12
Protection levee at Quarry No. 5.....	1,400 58
Stairways and platform, Main Channel.....	86 68
Total cost of section.....	\$1,024,196 35

Amount earned to January 1st, 1896...\$1,923,637 13

Unfinished work.....	559 20
Reserved percentages.....	121,885 95

Balance required to complete.....\$ 122,445 15

Proportion of work completed, 99.95 per cent, nearly.

Section 11—Mason, Hoge & Co., Contractors.

The work on this section is practically completed. 350,250 cubic yards of solid rock was excavated within the year. The final estimate, however, cannot be returned until the expiration of the time contemplated in the contract, which is April 30, 1896. The references in the Proceedings to this section are as follows: November 13th, (page 2918) report of Chief Engineer on condition of levee, estimating that \$600 will be required to make it safe. Authority for this was granted December 24th, (page 3041). On November 20th, (page 2942) these contractors presented a claim for work done on the levee in October and November, 1894. On December 2nd, (page 2988) this claim was allowed.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 49,855 cu. yds. at 30¼c..	\$ 15,081 14
Solid rock, 1,000,979 cu. yds. at 79¼c..	793,275 86
Total regular contracts.....	\$ 808,357 00
Force account, on levee, 6,893 cu. yds. glacial drift and 4,419 cu. yds. solid rock.....	14,113 28
Force account, core for levee.....	17,907 10
Extra work on levee.....	1,138 82
Raising levee to grade.....	1,000 00
Total cost of section.....	\$ 842,516 74
Amount earned to Jan. 1st, 1896.....	838,369 26
Unfinished work.....	4,147 48
Reserved percentages.....	100,651 19
Balance required to complete.....	\$ 104,798 67

Proportion of work completed, 99.51 per cent, nearly.

Section 12—Mason, Hoge & Co., Contractors.

The work on this section lacks .64 of one per cent. of completion. The amount of material handled within the year was 15,131 cubic yards of glacial drift, 369,640 cubic yards of solid rock, 17.44 cubic yards of dry rubble wall, and 9,152 cubic yards of cement masonry. Although practically completed, the final estimate cannot be returned on

this section until April 30th, 1896, the date set for the expiration of the contract. As this section was crossed by the Romeo highway, it was necessary to provide a temporary road for the travel on that highway while the Channel was being cut across it, and on June 30 (page 2510) an appropriation of \$850 was made for this work on the request of the Chief Engineer. After the Channel had been completed across the highway it was necessary to build a trestle to restore the road. Authority for this work, to be done at a cost not exceeding \$1,100, was granted July 10th (page 2728). The original work was done for \$910.44 and a final voucher returned for that amount. Later some additional work had to be done on the approaches, amounting to \$56.12, which was covered by authorization October 16th (page 2879) and December 11th (page 3018). On November 20th (page 2941) these contractors made a claim for alleged improper measurement of retaining wall, which, as they regard it, amounts to an under estimate of the wall paid for. This claim was referred to the Joint Committee on Engineering and Finance, which, on December 2nd (page 3003) reported that the subject demanded extended consideration and more time than the Committee could command to investigate it.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 55,778 cu. yds. at 30 $\frac{1}{4}$ c.:	\$ 16,872 85
Solid rock, 998,014 cu. yds. at 79 $\frac{1}{4}$ c.:	790,926 10
Retaining wall, 9,270 cu. yds. at \$3.50..	32,445 00

Total regular contracts.....	\$ 840,243 95
Draining Goose Lake, 7,475 cu. yds. rock at \$1.196.....	8,942 88
Core for levee.....	7,541 87
Main Channel trestle	910 44
Romeo roadway.....	300 00
Trestle repairs.....	56 12
Railroad crossing at Romeo.....	23 18

Total cost of section.....	\$ 858,018 44
Amount earned to January 1st, 1896..	852,523 06

Unfinished work.....	\$ 5,495 38
Reserved percentages.....	104,343 57

Balance required to complete.....	\$ 109,838 95
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Proportion of work completed, 99.36 per cent, nearly.

Section 13—Mason, Hoge & Co., Contractors.

This section, like the two preceding sections, is practically completed, estimates having been returned for 99.66

per cent of the work, but for reasons heretofore set forth, applicable to this and other sections, the final estimate can not be returned until the expiration of the contract April 30, 1896. The excavation of this section was the earliest completed. On June 26th (page 2688) the Chief Engineer reported that the last blast on the bottom lift was fired June 22d.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 33,809 cu. yds. at 26c.:	\$ 8,790 34
Solid rock, 1,033,677 cu. yds. at 74 $\frac{1}{4}$ c.:	772,673 56
Retaining wall, 10,838 cu. yds. at \$3.50.	37,933 00

Total regular contracts.....	\$ 819,396 90
Amount earned to January 1st, 1896..	816,573 72

Unfinished work.....	\$ 2,823 18
Reserved percentages.....	102,071 72

Balance required to complete.....	\$ 104,894 90
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Proportion of work completed, 99.66 per cent, nearly.

Section 14—Smith and Eastman, Contractors.

The delinquencies of 1894 on this section were compensated for by the remarkable progress of 1895. Fifty-nine per cent, nearly, of the entire excavation, 16,500 cubic yards of glacial drift and 688,400 cubic yards of solid rock, having been excavated within the year. The highest record of rock excavation on one mile of work within one month ever reached prior to April, 1895, was 74,800 cubic yards on Section 8 in July, 1894, but the output on this section for the month of April was 86,400 cubic yards, which was followed in May by 81,500 cubic yards. No opportunity remains for beating that record on this work. The controversy relating to levee construction on this section, which was commenced in 1894, is still a source of contention. On March 13th, (page 2578) they presented a formal claim against the District on account of said levees, which was referred, to the Joint Committee on Engineering and Finance. On March 20th, (page 2586) the Joint Committee on Engineering and Finance reported on a communication of these contractors protesting against the order of the Chief Engineer requiring a suspension of work on levees, which was referred to said Joint Committee. December 26th, (page 2876) this report sustained the action of the Engineer. On the same date, (page 2686) the same Committee reported adversely to the claim

for compensation referred to them on the 13th. On October 30th, (page 2908) these contractors made a claim for interest on deferred payments which was ordered by the Board to be printed and placed on file. On November 20th, (page 2937) the Joint Committee on Engineering and Finance reported a recommendation that specifications for cement masonry on this section be prepared by the Chief Engineer, and proposals for building same be invited. This report was laid over by unanimous consent. On the same date, (page 2942) these contractors presented a claim for theoretical profits on dry rubble wall covered in their contract, which, by reason of the adoption of cement masonry for the entire work, they had not been permitted to build. This claim was referred to the Joint Committee on Engineering and Finance. On November 27th, (page 2956) the Joint Committee on Engineering and Finance, reported favoring the passage of the report introduced November 20th, instructing the Chief Engineer to prepare plans and specifications for the construction of cement masonry on this section with a view to receiving proposals for same, and also they reported unfavorably on the claim of these contractors for unearned profits on dry rubble wall.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 167,280 cu. yds. at 20c....	\$ 33,456 00
Glacial drift, 212,100 cu. yds. at 36c....	76,356 00
Solid rock, 1,023,500 cu. yds. at 73c....	747,155 00
Retaining wall, 22,000 cu. yds. at \$3.50.	77,000 00

Total regular contracts.....	\$ 933,967 00
Amount earned to January 1st, 1896..	824,442 00
Unfinished work	\$109,525 00
Reserved percentage.....	103,055 25
Balance to complete.....	<u>\$212,580 25</u>

Proportion of work completed, 88.27 per cent, nearly.

Section—15, Wright, Meysenburg, Sinclair & Carry, Contractors.

The year opened with a very small amount of work done, only 2.4 per cent, but the progress during the year was good, the excavation amounting to 2,600 cubic yards of glacial drift, and 383,000 cubic yards of solid rock. Owing to the fact that no stone suitable for building retaining wall was found upon this section, it became necessary to substitute concrete for rubble masonry. This transaction is covered in the report of the

Joint Committee on Engineering and Finance of November 27th, (page 2957) and in the contract for the work, on pages 2958-9.

The status of the work at the end of the year is shown in the following statement:

Glacial drift, 36,000 cu. yds. at 19c.....	\$ 6,840 00
Solid rock, 639,700 cu. yds. at 59c.....	377,423 00
Retaining wall, 37,400 cu. yds. at \$3.40	127,160 00

Total regular contracts.....	\$511,423 00
Controlling Works, to be contracted for.....	200,000 00

Total for section	\$711,423 00
Amount earned to January 1st, 1896..	237,792 00

Unfinished work	\$473,631 00
Reserved percentages.....	29,724 00

Balance to complete.....	<u>\$503,355 00</u>
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Proportion of regular existing contract completed, 46.50 per cent, nearly.

Proportion of total work completed, 33.42 per cent, nearly.

This statement takes in the Controlling Works, the references to which are as follows: August 28th, (page 2809) the Chief Engineer reports the plans ready for the action of the Board. September 18th, (pages 2838 to 2857) the Joint Committee reports advertisements and specifications, which are adopted and ordered printed. November 18th, (page 2944) bids were opened. On November 27th, (pages 2956-7) the checks of all but the three lowest bidders were ordered to be returned by the Clerk. On December 24th, (pages 3042-3) the Joint Committee on Engineering and Finance reported favorably to Christie & Lowe, the lowest bidders, and recommended that the President and Clerk be authorized and directed to execute a contract with them for the work. On motion, action on the report was deferred until the next meeting of the Board, which carried the transaction over to 1896.

Progress of the Work.

This will be best shown in a recapitulation of the percentage of work done on each section, which is as follows:

Sec.	Per Cent done.
O.....	44.23
N.....	12.55
M.....	99.42
L.....	99.28
K.....	96.56
I.....	99.31
H.....	55.78
G.....	70.78
F.....	66.45
E.....	49.69

<i>Sec.</i>	<i>Per cent done.</i>
D.....	71.47
C.....	73.56
B.....	77.40
A.....	51.10
1.....	47.50
2.....	71.97
3.....	94.55
4.....	65.65
5.....	61.29
6.....	79.57
7.....	88.67
8.....	92.56
9.....	99.95
10.....	99.95
11.....	99.51
12.....	99.36
13.....	99.66
14.....	88.27
15.....	*46.50

*Not including Controlling Works on which no work has been done.

The maximum of work accomplished in any one month was in the month of June, when the output of glacial drift was 951,-174 cubic yards, of solid rock was 555,500 cubic yards, and of retaining wall was 13,799 cubic yards, an aggregate value of \$742,364.54.

From the Santa Fe crossing at Corwith to the crossing of the Belt Railway of Chicago (Sections "L" and "M"), the Channel excavation is completed, which is also true from the crossing of the Belt Railway of Chicago to Station 311+87 (Sections "I" and "K"). From the crossing of the Santa Fe Railroad at Lemont, southwesterly, for a distance of 5.94 miles, the rock channel is completed. By December 1st, 1896, there should be a completed Channel from Robey street to the end of Section 15, barring the barrier which must be left at the west end of Section "N" to hold back the flow from Lake Michigan until it is proper to give it free course to the Gulf of Mexico.

During the year no contracts of any moment have been awarded other than the re-letting of Section "F," as described in the portion of this report devoted to that section. Besides the Controlling Works on Section 15, no other work was called for by advertisement.

Railroads.

During the year adjustments covering the crossing of our Channel have been arrived at, and contracts entered into with the Pittsburgh, Cincinnati, Chicago and St. Louis Railway Company (see Proceedings of June 5th, page 2658, and August 21st, pages 2782-92); with the Elgin, Joliet & Eastern Railway Company (see Proceedings August 21st, page 2782); with the

Chicago & Northern Pacific Railroad Company (see Proceedings November 13th, pages 2920-23) and the Union Stock Yard & Transit Company (see Proceedings November 13th, pages 2920, 2923-25). Negotiations have been carried on with the Illinois Central R. R. officials covering the necessary changes on their Chicago, Madison & Northern R. R. where it is crossed by our Channel, but an agreement equitable and satisfactory to the parties in interest has not yet been reached. The negotiations with the Atchison, Topeka & Santa Fe R. R. have been very protracted: many interviews between representatives of that company and the Trustees and officers of this District have been had, but no conclusions have been reached. The discussion has apparently narrowed down to two plans, one being the erection of bridges where the line of the railroad now crosses our Channel; the alternative thereto being the building of a line from LeMoyne (near the west end of Section "H") to Lemont, between the Illinois and Michigan Canal and our Main Channel, a distance of about sixteen miles and giving it to the railroad company on condition that they abandon their present line where it crosses our Channel and right of way at Lemont and LeMoyne, thus doing away with two railroad bridges across the Channel.

With the Belt Railway of Chicago no agreement has been reached, and the same is true of the Chicago & Calumet Terminal R. R. The roads enumerated are all with which the District comes in contact.

Bridges.

The policy of the District as it relates to bridges was officially expressed on June 12th, in the report of the Joint Committee on Engineering and Finance, and the message of the President, (pages 2670-73.) The contracts entered into with the three railroads, cited under the head of "railroads," and the negotiations carried on with other railroads and with the city and West Park Commissioners have been in line with this policy. The negotiations with the West Park Commissioners resulted in a contract covering the bridge over our Channel and the approaches thereto. (See Proceedings April 19th, page 2615; June 5th, page 2661, and October 16th, page 2890.) On August 14th

(page 2770) the Joint Committee on Engineering and Finance reported an ordinance passed by the City Council of the City of Chicago giving the District the right to cross Western avenue with its Main Channel. This ordinance, with all its provisions and conditions, was accepted by the Board, (page 2771). August 1st, (page 2758) upon the request of the Chief Engineer, he was authorized to expend \$2,500.00 in making temporary roadways and bridge for the accommodation of travel on Western avenue and the West Division boulevard. (Expenditures from this appropriation are shown in the report for Section "O." See report of Chief Engineer on this temporary work November 18th, page 2926). The other bridge work of a temporary character done within the year was at Lemont (see Section 8 for details) and Romeo (see Section 12 for details). The adjustment of bridge questions and arrangements for erecting the structures becomes a pressing issue for the coming season, as each bridge site is a barrier in the Channel which cannot be removed until the bridge is built.

River Diversion.

This subdivision of our work is practically done. The completion of the River Diversion Levee on Section "A," in May last, made the levee continuous from the Spillway to Romeo, except that the levee on Section "E" has not been completed in its proper location. Measures have been taken, however, on that section to secure a compliance with the provisions of the contract in this regard. The whole cost of the River Diversion Channel, including levees and the spillway, has been \$1,070,250.14. The settlement of the levees on Sections 6, 7 and 11, calls for a small additional expenditure to bring them up to grade.

Raising the Guard Bank Between Lock No. 4 and Dam No. 1, at Joliet.

The only occasion for referring again to this work, which was completed in 1894, is to call attention to the report of the Joint Committee on Finance and Engineering (January 9th, page 2418), on settlement with the Canal Commissioners for the work on the basis of \$17,052.85, or \$1,000 less than the estimate returned by the Chief Engineer, as it appears in the report for 1894. In passing it is proper to say that the value

of this improvement was very clearly shown in the December floods of this year.

Illinois and Michigan Canal.

The Commissioners of the Illinois and Michigan Canal presented a bill for repairs to Dam No. 1 at Joliet (\$1,000), May 24th, (page 2653) which was referred to the Committee on Finance. The order of October 17th, 1894, (page 2261) directing the Chief Engineer and Attorney to prepare an agreement covering these repairs, never having been withdrawn, they were called upon to submit the agreement covered by that order. This was done June 26th, (page 2690). On July 10th, (page 2732) the President and Clerk were authorized and directed to execute the agreement and the Clerk was directed to pay the bill on the voucher of the Chief Engineer. This voucher was ordered paid July 24th, (page 2742). October 16th, (page 2838) the Joint Committee on Engineering and Finance reported adversely on the communication of John Ryan, General Superintendent Illinois and Michigan Canal, asking that repairs to the foundation walls of Hyde's Mill, above Dam No. 1 at Joliet, be made by this District.

New Work.

Controlling Works—See Section 15 where the status of these works is covered.

Tail Race—See report on same subject for 1894, no changes to be noted.

Work between Waste Weir (end of Tail Race) and Upper Basin at Joliet, see report for 1894.

Work through Joliet, see report for 1894.

Owing to the fact that the work involved under the last two heads is essential to the effectiveness of the whole work of the Sanitary Channel and must be done before the said Channel can be used, steps should be taken to bring about an early commencement of the work which is of a slow and tedious character, the excavation being submerged and partly in rock.

Supply of Water for Main Channel.

Lake Michigan being the reservoir of supply for this Channel, the connection between the two is of vital importance. The initial supply of 300,000 cubic feet per minute must be had through the Chicago River. Our investigations show that it is entirely feasible to secure that volume of

water through the river, without hindrance to navigation, by dredging certain parts of the river to a depth of twenty or more feet and by increasing the width to secure adequate cross-section where it is impracticable to secure greater depth. This widening in some instances will have to be secured by making covered by-passes (see report of Chief Engineer, August 21st, page 2774).

Cleansing of the North Branch and South Fork of the Chicago River.

On August 28th, (page 2809) an order was passed directing the Chief Engineer to make the necessary surveys from which to formulate projects for the work covered under this head. The surveys for the South Fork have been completed and the report thereon is in hand.

The territory involved in the North Branch survey is so much greater that the surveys are not yet completed but they are being prosecuted diligently.

Organization.

The revised rules as adopted January 16th, (pages 2481-83) for the reorganization of the Engineering Department, provided for one Chief Engineer, one Assistant Chief Engineer, one Principal Assistant Engineer, one Superintendent of Construction, and Assistant Engineers not exceeding six in number. Three bureaus were established as follows: Division of Drafting and Designing in charge of the Assistant Chief Engineer. Division of Construction in charge of the Superintendent of Construction. Division of Records in the direct charge of the Chief Engineer.

The organization of the work under contract was revised and four Residencys or Construction Divisions were created in place of the five existing at the first of the year.

The Corwith Division, E. R. Shnable, Assistant Engineer in charge, with headquarters near Corwith, (see requisition for office January 30th, page 2510, and authority for same February 27th, page 2569), composed of Sections "G" to "O," inclusive. The Willow Springs Division, H. B. Alexander, Assistant Engineer in charge, composed of Sections 1 to "F," inclusive. The Lemont Division, H. A. Miller, Assistant Engineer in charge, composed of Sections 2 to 8, inclusive. The Lockport Divi-

ion, Chas. L. Harrison, Assistant Engineer in charge, composed of Sections 9 to 15, inclusive.

Assistant Engineers Kastl and Ward were assigned to the Division of Drafting and Designing.

There being only six Assistant Engineers allowed under the rules, Assistant Engineer A. C. Schrader accepted a reduction in rank to Sub-Assistant Engineer and continued in charge of the field work of the Division of Drafting and Designing until he was selected by the West Park Board as their Chief Engineer, a well deserved recognition of his character and abilities. He severed his connection with the District July 31st, since which time the survey party has been in the immediate charge of Mr. W. T. Keating, Sub-Assistant Engineer. Mr. Edgar Williams, as Principal Assistant Engineer, continued in charge of the Drafting Office.

The variety and value of the work of the several Divisions is covered in detail by the monthly reports (see February 20th, page 2557; March 20th, page 2581; April 19th, page 2608; May 24th, page 2646; June 26th, page 2678; July 24th, page 2744; August 28th, page 2796; October 9th, page 2864; October 30th, page 2898; November 27th, page 2947; December 24th, page 3034). The December report will appear in Proceedings for January, 1896. Among the items of work of particular and permanent value accomplished by the Division of Drafting and Designing, I would call attention to the completion of the topographical map called for by Board as one item of Order No. 890. This is the most accurate and reliable map in existence of the territory included between a north and south line $2\frac{1}{2}$ miles east of Illinois and Indiana State Line and a north and south line 16 miles west thereof, running through Lemont; and between an east and west line passing through Hammond, Ind., and an east and west line 36 miles to the north thereof.

The plat of the right of way books called for by Board, Order No. 1667, have also been completed and duplicates have been furnished to the Law and Clerical Departments. The plans for the Controlling Works and drawings illustrating them are also among the items of work accomplished which call for particular mention.

The high grade of work for which our Drafting Department has made an enviable reputation has been maintained.

The work of testing cements and sands has also been conducted in this Division with results of very great value to the District. A total of 557 carloads or 91,905 barrels of cement were inspected; 472 carloads or 77,880 barrels were accepted and 85 carloads or 14,025 barrels were rejected. A communication from the Chief Engineer was presented to the Board, April 19th, (page 2614) suggesting the propriety of a remeasurement of the Channel to be conducted by an Engineer in no way connected with the Engineering Department of the District. This recommendation was adopted, (see Proceedings, June 12th, page 2669) and Mr. R. B. Seymour was chosen to conduct the remeasurement. The survey party was turned over to him and was strengthened to meet his requirements. The results obtained by him were reported October 16th, (page 2880) and proved a very gratifying confirmation of the work of our Engineers. The cost of this resurvey was \$5,283.82.

The work of the Division of Construction is indicated by the aggregate value of the contractor's earnings for the year which foot up \$5,277,268.77. The cost of this Division for the year was \$145,799.41 or 2.32 per cent of the value of the work done.

By reason of the resignation of Assistant Engineer H. A. Miller to take service with the Metropolitan Water Board of Boston, Mass., (see Proceedings of October 16th, page 2879) it was necessary to place Assistant Engineer Chas. L. Harrison in charge of the Lemont Division in addition to his charge of the Lockport Division. This large increase of labor and responsibility thus laid upon a faithful servant of the District has been carried by him in a manner which is deserving of the highest commendation. The revised estimates covering the work to December 31st, 1894, submitted by the Assistant Engineers are found in the Proceedings for February 6th, (page 2529, etc.)

The Work of the Division of Records has been on the lines laid down in the rules. The services of the Record Clerk, Mr. William Trinka, have been both faithful and efficient.

Sub Assistant Engineer R. H. Bethel had charge of the Computing Department until his resignation in April to engage in private business. Mr. E. Morrison was taken from the Construction Division to fill this vacancy, and has rendered excellent service ever since his appointment.

The rules for the regular organization limit the number of employees of the Department to one hundred. When the demands of the service required additional help, requisition had to be made upon the Board by the Chief Engineer for authority to make the necessary appointments. Such appointees came under the head of "Special Service." Within the year, requisitions were made and granted for the employment of seventy-six men. The majority of this extra force was employed on the inspection of masonry, testing cement and sand and caring for cement in the warehouses. The highest number employed at any one time reached 174.

The cost of the Engineering Department from its first organization to December 31st, has been \$781,473.54. This includes all surveys, superintendents, tests and inspection, office rents (except the general office), traveling expenses and every item properly chargeable to the Department. This sum is 5.29 per cent of the Construction Account (\$14,714,528.10) to December 31st. Of this sum the aggregate of all salaries, rents, supplies and expenses chargeable to construction is \$376,333.22, or 2.56 per cent of the construction earnings.

Miscellaneous Items Forming a Part of the Records of the Engineering Department.

February 6th, (page 2523) the request of the Chicago Title and Trust Company for copies of the right of way plats of the District was granted.

March 27th, (page 2592) an order was passed, directing the Chief Engineer to show upon each construction voucher the amount of the retention under Clause "J," and that each successive voucher should show the amount of reduction in said retention since the last voucher preceding. This order was strictly complied with.

On April 19th, (page 2613) the Chief Engineer reported the death of J. C. Nickson, draftsman, and a faithful employe. This is the only death of any member of the organization which has occurred.

On April 19th, (pages 2619-20) permission was given to Lindon W. Bates to cut a channel across the property of the District, under restrictions stated, for the purpose of getting the dredges which had been in use on Sections "A" and "B," from the Illinois and Michigan Canal into the Chicago River.

On May 24th, (page 2653) a communication from O. M. Poe, Colonel Corps Engineers U. S. A., asking for information as to the probable effect of the work of the Sanitary District upon the levels of the Great Lakes. On July 2d, (pages 2697-2722) the Committee on Engineering reported to the Board a letter from the Chief Engineer, accompanied by the following documents relating to lake levels. "The Levels of the Lakes and Gulf Waterways," a discussion by Geo. Y. Wisner, L. E. Cooley, et al.; "The Waterway between Lake Michigan and the Mississippi River," by Robert E. McMath; "A Discussion of Lake Level Effects," by L. E. Cooley, and "Changing the Levels of the Great Lakes," by T. T. Johnston, Assistant Chief Engineer. All of this information was, by order of the Board, transmitted to Col. Poe, Chairman of the Board of Engineers appointed by direction of the Secretary of War to consider and report upon "The Probable Effect of the Operation of the Chicago Drainage Canal upon Lake and Harbor Levels," etc. On August 13th and 14th, this Board, consisting of Col. O. M. Poe, Major W. L. Marshall and Major E. H. Ruffner, were the guests of the District and made a careful inspection of the Channel from end to end.

On June 26th, (page 2688) the Chief Engineer presented a report reviewing the causes which led to the adoption of the final Channel grades which will give a minimum depth of twenty-two feet of water.

September 5th, (page 2816) a communication from Frank A. Flower, Secretary of the International Deep Waterways Association was presented, inviting the Board to attend the Deep Waterways Convention to be held in Cleveland, Ohio, and asking for 100 copies of our discussion of Lake Level effects.

On September 11th, (page 2829) a Commit-

tee consisting of the President, the Chairmen respectively of the Committees on Federal Relations and Engineering, the Attorney, the Chief Engineer and Assistant Chief Engineer were appointed to attend the Deep Waterways Convention to be held at Cleveland, Ohio, September 24th, 25th and 26th. The report of this Committee is found on page 2928, November 13th, and the published Proceedings of the Convention give fully the addresses made by the members of the Committee.

On October 9th, (page 2873) a resolution was passed directing the Chief Engineer to send a suitable exhibit in charge of a member of his staff to the Convention on "The Improvement of Western Waterways" to be held at Vicksburg, Miss., on October 22d and 23d. The same resolution appointed Mr. L. E. Cooley, Chairman of the Committee on Engineering, to represent the Board at the Convention. The exhibit called for was sent in charge of Thos. T. Johnston, Assistant Chief Engineer. Mr. Cooley reported on this Convention November 17th, (page 2929 of Proceedings).

During the year the Channel has been visited by many distinguished engineers from all parts of the world, and excursions of our own people have been of almost weekly occurrence.

On February 2d, the work was inspected by members of the State Legislature, who came on invitation, as the guests of the District.

In conclusion, I wish to express my appreciation of the loyal and efficient services rendered by the men in the confirmed grades, whom you have appointed to the work, and in general, to the good work done by the men in the subordinate grades.

I now make my grateful acknowledgment of the uniform kindness and support accorded to me by your Honorable Board, and express the hope that your efforts in behalf of this District may be crowned with abundant success, and redound to your lasting credit.

Respectfully submitted,

(Signed)

ISHAM RANDOLPH,

Chief Engineer."

EXHIBIT A—CHIEF ENGINEER'S REPORT, 1895.

"CHICAGO, January 11th, 1896.

Mr. Isham Randolph, Chief Engineer:

DEAR SIR—I herewith submit the financial statement of the Engineering Department for the year ending December 31st, 1895:

The total amount received by the Department since its organization is \$13,722,764.00. Of this amount \$784,473.54 is for engineering expenses and \$12,938,290.46 is for construction. All of this is disbursed with the exception of an emergency fund of \$3,000 which is in your hands.

In order that the accounts of the Department may balance with those of the Clerk of the District, it is necessary to add the Clerk's exhibit of the Engineering Department's total receipts and to deduct all vouchers not passed by the Board of Trustees prior to January 1st, 1896. The following is a summary:

	<i>Engineering Expenses.</i>	<i>Construction.</i>
Amount disbursed to January 1st, 1895.....	\$ 576,485 26	\$ 7,345,234 91
Amount disbursed for the year 1895.....	204,988 28	5,593,055 55
Emergency fund in hands of Chief Engineer.....	3,000 00	
	<hr/> \$ 784,473 54	<hr/> \$ 12,938,260 46
By adding the total receipts of the Engineering Department, as per schedule of the Clerk, page 3053 of Proceedings, viz.:.....	4,261 15	81,555 58
	<hr/> \$ 788,734 69	<hr/> \$ 13,019,846 04
And deducting the unpaid vouchers in the hands of the Clerk, viz.:.....	13,271 27	105,090 15
	<hr/> \$ 775,463 42	<hr/> \$ 12,914,755 89
Will show the Clerk's total disbursements of the Engineering Department, as per schedule on page 3053 of Proceedings, viz.:.....	<hr/> <hr/>	<hr/> <hr/>

The first of the following tables is a detailed statement for 1895 of the amount expended for various purposes and as authorized by the Board of Trustees.

The second one shows the total disbursements to December 31st, 1895, and in which the Construction Account is separated from the Engineering Expenses.

Very respectfully,

(Signed)

WILLIAM TRINKAUS,

Record Clerk."

EXHIBIT A, TABLE NO. 1—SANITARY DISTRICT

CLASSIFIED STATEMENT OF DISBURSE

CLASSIFICATION.	January.	February.	March.	April.	May.
Borings and Test Pits				\$ 293 70	
Maps and Plans for Board Room and general use of Sanitary District	\$ 1,740 57	\$ 858 27	\$ 915 11	952 27	\$ 697 88
Chicago River Survey					
Right of Way	150 35	129 59	263 95	398 56	545 72
Flood Measurements	274 17	651 08	1,349 27	725 35	506 03
Disposal Works at Lockport	2,314 14	1,619 81	673 94	1,047 07	1,047 61
Regular Construction	361,359 02	260,675 38	388,226 79	573,353 58	607,663 84
Extra Work—River Diversion					
Levees, Trestles and Embankments	2,261 60		300 00	1,868 14	4,665 60
Building Western Ave. Temporary Bridge and Roadway					
Repairing and Moving Bridges	49 43				
Mortar, Sand and Cement Tests	82 50	8 00	342 03	575 65	906 80
Saving of Dimension Stone					1,100 00
Photographs of Works	150 60	154 98	178 25	152 20	174 38
Public Reports	35 01				
Remeasurements of Main Channel					
Effect of Main Channel Water on Lake Levels					
General Account	818 84	787 40	813 75	762 96	761 90
Total	\$369,236 23	\$264,884 51	\$393,063 09	\$585,129 48	\$618,069 76

*These items appear as minus quantities because of larger receipts than disbursements, and are Account by the Clerk, December 18th, 1895, as per Proceedings, page 3327.

OF CHICAGO—ENGINEERING DEPARTMENT.

MENTS FOR THE YEAR 1895.

June.	July.	August.	September.	October.	November.	December.	TOTALS.
						\$ 1,193 00	\$ 1,486 70
\$ 659 98	\$ 709 06	\$ 616 14	\$ 588 76	\$ 1,013 45	\$ 763 66	1,182 72	10,697 87
	175 00	473 50	1,431 44	1,904 31	1,975 74	2,400 01	8,360 00
332 96	278 90	460 67	415 97	26 20	19 72	20 15	3,042 74
374 77	300 19	304 20	339 85	4 5 55	564 40	1,778 85	7,613 71
527 76	316 50	290 00	393 18	457 79	825 10	571 85	10,084 75
666,941 95	620,064 82	638,074 86	513,874 56	485,310 82	328,458 82	245,082 25	5,694,086 69
		285 60				*—418 78	*—133 18
2,987 00	1,839 00		1,102 72	3,494 11	5,955 62	6,279 91	30,753 70
			66 30	506 80	1,528 69		2,101 79
							49 43
867 11	841 23	877 53	774 98	717 50	508 36	1,236 84	7,738 53
900 00	700 00	400 00	400 00	300 00		458 00	4,258 00
220 18	302 75	262 24	228 16	157 00	227 56	469 42	2,677 72
							35 01
1,123 68	1,355 42	1,493 60	1,243 06	8 06		60 00	5,283 82
461 00	124 38	113 00	71 50	83 42	323 00	305 50	1,481 80
765 27	760 11	782 35	775 27	649 90	740 00	7 00	8,424 75
\$676,161 66	\$627,767 36	\$644,433 69	\$521,705 75	\$495,074 91	\$341,890 67	\$260,626 72	\$5,798,043 83

due to uncalled for pay envelopes on River Diversion force account work returned into Construction

EXHIBIT A, TABLE NO. 2—SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.
CLASSIFIED STATEMENT OF DISBURSEMENTS FROM FEBRUARY 1ST, 1890, TO DECEMBER 31ST, 1895.

	Disbursements to Dec. 31, 1894.		Disbursements for 1895.		TOTALS.
	Engineering.	Construction.	Engineering.	Construction.	
Preliminary Sundries.....	\$120,633 75	.....	.....	.....	.....
Locating Route Main Channel.....	32,222 94	.....	.....	.....	.....
Borings and Test Pits.....	15,972 80	.....	.....	.....	.....
Maps and Plans for Board Rooms and General Use of Sanitary District.....	28,747 06	.....	\$ 1,486 70	.....	.....
Chicago River Survey.....	28,202 49	.....	10,697 87	.....	.....
Right of Way.....	17,783 86	.....	8,360 00	.....	.....
Flood Measurements.....	12,203 15	.....	3,042 74	.....	.....
Disposal Works at Lockport.....	14,871 26	.....	7,613 71	.....	.....
Regular Construction.....	212,900 31	\$6,734,463 19	10,084 75	5,556,292 11	\$12,290,775 30
Extra Work—Main Channel.....	.....	13,455 51	.....	.....	.....
Extra Work—River Diversion.....	9,723 42	333,574 23	.....	.....	.....
Levees, Trestles and Embankments.....	1,813 75	167,536 26	.....	*—133 18	13,455 51
Spillway.....	1,754 91	20,518 41	200 00	30,553 70	9,723 42
Tow Path.....	5,246 04	.....	.....	.....	1,013 75
Building Western Stone Company's Bridge.....	1,157 05	19,029 03	.....	.....	1,754 91
Building Stevens Street Bridge.....	985 66	22,329 89	.....	.....	5,246 04
Building A. T. & S. F. R. Bridge.....	770 72	18,738 80	.....	.....	1,157 05
Building Mt. Forest Foot Bridge.....	32 17	.....	.....	.....	985 66
Building Western Ave. Temporary Bridge and Roadway.....	.....	.....	.....	.....	770 72
Repairing and Moving Bridges.....	1,050 13	7,706 76	66 30	2,035 49	32 17
Office Building at Sag.....	2,339 43	.....	.....	49 43	66 30
Saving of Building Sand.....	.....	781 63	.....	.....	1,050 13
Mortar, Sand and Cement Tests.....	1,255 70	.....	.....	.....	2,339 43
Saving of Dimension Stone.....	.....	6,968 00	7,738 53	.....	8,994 23
Erosion Test.....	1,496 75	.....	.....	4,258 00	.....
Temporary Sanitary Relief.....	237 60	.....	.....	.....	1,496 75
Photographs of Works.....	1,368 70	.....	2,677 72	.....	237 60
Public Reports.....	1,103 13	.....	35 01	.....	4,046 42
Remeasurement of Main Channel.....	.....	.....	5,283 82	.....	1,198 14
Effect of Main Channel Water on Lake Levels.....	.....	.....	1,481 80	.....	5,283 82
General Account.....	63,522 48	.....	8,424 75	.....	1,481 80
Totals.....	\$576,485 26	\$7,345,234 91	\$204,988 28	\$5,593,055 55	\$781,473 54
					\$12,388,290 46

*This item appears as a minus quantity because of larger receipts than disbursements, and is due to uncalled for pay envelopes on River Diversion Force Account Work returned into Construction Account by the Clerk, December 18th, 1895, as per Proceedings, page 3027.

EXHIBIT B, TABLE No. 1.

CHIEF ENGINEER'S REPORT—1895.

See Next Page.

EXHIBIT B,

Detailed Revised Estimate of January 1st, 1896.

Section.	DESIGNATION.	CUBIC YARDS—REGULAR CONTRACTS.			
		Main Channel.			River Di
		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.
O	Main Channel.....	1,504,736	.....	.....	.....
	Collateral Channel.....	132,009	.....	.....	.....
	Surface Ditches.....	12,000	.....	.....	.....
	Western Avenue temporary bridge.....	.....	.....	.....	.....
	Totals for Section.....	1,648,745	.....	.....	.....
N	Main Channel.....	1,105,443	.....	.....	.....
	Surface Ditches.....	8,400	.....	.....	.....
	Totals for Section.....	1,113,843	.....	.....	.....
M	Main Channel.....	717,650	.....	.....	.....
	Surface Ditches.....	5,200	.....	.....	.....
	Totals for Section.....	722,850	.....	.....	.....
L	Main Channel.....	1,094,081	.....	.....	.....
	Surface Ditches.....	7,800	.....	.....	.....
	Totals for Section.....	1,101,881	.....	.....	.....
K	Main Channel.....	1,147,753	.....	.....	.....
	Surface Ditches.....	8,200	.....	.....	.....
	Totals for Section.....	1,155,953	.....	.....	.....
I	Main Channel.....	1,131,649	.....	.....	.....
	Surface Ditches.....	8,200	.....	.....	.....
	Totals for Section.....	1,139,849	.....	.....	.....
H	Main Channel.....	1,073,645	.....	.....	.....
	Surface Ditches.....	3,453	.....	.....	.....
	Totals for Section.....	1,077,098	.....	.....	.....
G	Main Channel.....	1,355,844	.....	.....	.....
	Surface Ditches.....	7,676	.....	.....	.....
	Extra Width.....	222	.....	.....	.....
	Totals for Section.....	1,363,742	.....	.....	.....
F	Ricker, Lee & Co.....	497,752	.....	.....	.....
	Surface Ditches.....	2,300	.....	.....	.....
	River Diversion, regular.....	.....	.....	.....	65,308
	Borrow Pits for Levees.....	.....	.....	.....	91,320
	Ditches.....	.....	.....	.....	1,606
	Totals, Ricker, Lee & Co.....	500,052	.....	.....	158,234
	Weir, McKechney & Co.....	589,207	.....	.....	.....
	Solid Rock.....	.....	16,724	.....	.....
	Spillway Construction.....	.....	.....	.....	.....
	Excavation near Spillway— 16,500 cu. yds. approximately.....	.....	.....	.....	.....
	Raising Santa Fe bridge.....	.....	.....	.....	.....
	Totals for Section.....	1,089,259	16,724	.....	158,234

TABLE NO. 1.

For Summary of Values by Sections See Page 3188.

		VALUES—REGULAR CONTRACTS.					VALUES— COLLATERAL CONTRACTS.
version.	Price.	Main Channel.			River Diversion.		
		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.	Solid Rock.	
Solid Rock.							
.....	\$0.21	\$ 315,994 56	.....	.....	.....	.....	.....
.....	.199	26,269 79	.....	.....	.....	.....	.....
.....	.21	2,520 00	.....	.....	.....	.....	\$ 2,500 00
.....							
.....		\$ 344,784 35	.....	.....	.....	.....	\$ 2,500 00
.....							
.....	\$0.23	\$ 254,251 89	.....	.....	.....	.....	.....
.....	.23	1,932 00	.....	.....	.....	.....	.....
.....							
.....		\$ 256,183 89	.....	.....	.....	.....	.....
.....							
.....	\$0.217	\$ 155,730 05	.....	.....	.....	.....	.....
.....	.217	1,128 40	.....	.....	.....	.....	.....
.....							
.....		\$ 156,858 45	.....	.....	.....	.....	.....
.....							
.....	\$0.197	\$ 215,533 96	.....	.....	.....	.....	.....
.....	.197	1,536 60	.....	.....	.....	.....	.....
.....							
.....		\$ 217,070 56	.....	.....	.....	.....	.....
.....							
.....	\$0.25	\$ 286,938 25	.....	.....	.....	.....	.....
.....	.25	2,050 00	.....	.....	.....	.....	.....
.....							
.....		\$ 288,988 25	.....	.....	.....	.....	.....
.....							
.....	\$0.25	\$ 282,912 25	.....	.....	.....	.....	.....
.....	.25	2,050 00	.....	.....	.....	.....	.....
.....							
.....		\$ 284,962 25	.....	.....	.....	.....	.....
.....							
.....	\$0.29	\$ 311,357 05	.....	.....	.....	.....	.....
.....	.29	1,001 37	.....	.....	.....	.....	.....
.....							
.....		\$ 312,358 42	.....	.....	.....	.....	.....
.....							
.....	\$0.28	\$ 379,636 32	.....	.....	.....	.....	.....
.....	.28	2,149 28	.....	.....	.....	.....	.....
.....	.28	62 16	.....	.....	.....	.....	.....
.....							
.....		\$ 381,847 76	.....	.....	.....	.....	.....
.....							
.....	\$0.233 $\frac{1}{4}$	\$ 118,216 10	.....	.....	.....	.....	.....
.....	.233 $\frac{1}{4}$	546 25	.....	.....	.....	.....	.....
.....	.233 $\frac{1}{4}$		.....	.....	\$ 15,510 65	.....	.....
.....	.233 $\frac{1}{4}$		.....	.....	21,688 50	.....	.....
.....	.233 $\frac{1}{4}$		.....	.....	381 43	.....	.....
.....							
.....		\$ 118,762 35	.....	.....	\$ 37,580 58	.....	.....
.....							
.....	\$0.291 $\frac{1}{2}$	\$ 173,816 07	.....	.....	.....	.....	.....
.....	.90		\$ 15,051 60	.....	.....	.....	\$ 20,518 41
.....							
.....	.7062						11,653 09
.....							5,875 65
.....		\$ 292,578 42	\$ 15,051 60	.....	\$ 37,580 58	.....	\$ 38,047 15

EXHIBIT B, TABLE

Section.	DESIGNATION.	CUBIC YARDS—REGULAR CONTRACTS.			
		Main Channel.			River Di
		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.
E	Streeter & Kenefick.....	467,640			
	River Diversion.....				68,768
	Borrow Pits for Levees.....				21,384
	River Diversion Ditches.....				5,566
	Totals for Streeter & Kenefick.....	467,640			95,718
	Angus & Gindele.....	1,343,682			
	Surface Ditches.....	4,376			
D	Solid Rock.....		78,765		
	Overhaul—				
	9.641 cu. yds.....				
	Summit Highway.....				
	Totals for Section.....	1,815,698	78,765		95,718
	Surface Ditches.....	1,871,271			
		5,203			
C	Raising Calumet Terminal bridge.....		137,694		
	Pile Trestle.....				
	Totals for Section.....	1,876,474	137,694		
	Muck Berm.....	1,853,324			
	Surface Ditches.....	26,641			
		7,416			
	Building Sand—				175,953
B	6253 cu. yds.....				
	Raising Illinois & Michigan Canal Bank.....				
	Totals for Section.....	1,887,381			175,953
		1,576,828			
	Raising Illinois & Michigan Canal Bank.....				212,486
	Revetting Levee—				
	2000 cu. yds.....				
A	Totals for Section.....	1,576,828			212,486
		2,576,508			
	Completing Levee—		4,188		
	87,361 cu. yds. Glacial Drift.....				128,425
	Muck, Desplaines River—				
	122,342 cu. yds.....				
	Overhaul Levee Material—				
1	50,893 cu. yds.....				
	Levee Trestle—				
	4,400 ft.....				
	Raising Illinois and Michigan Canal bank.....				
	Extra Depth, River Diversion—				
	21,225 cu. yds. Glacial Drift.....				
	Repairing Illinois and Michigan Canal Levees—				
	Flood Damages.....				
	Removing Hard Material—				
	Desplaines River.....				
	Removing Hydraulic Dredge—				
	Trestle Expense.....				
	Revetting Muck Levee—				
	5,520 cu. yds.....				
	Totals for Section.....	2,576,508	4,188		128,425
	Alfred Harlev.....	109,540			
	Alfred Harlev.....				5,876
	Heldmaier & Neu.....	11,926			
	Griffiths & McDermott.....	1,134,308			
			563,541		

NO. 1—Continued.

version.	Price.	VALUES—REGULAR CONTRACTS.					VALUES— COLLATERAL CONTRACTS.
		Main Channel.			River Diversion.		
		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.	Solid Rock.	
Solid Rock.							
	\$0.27½	\$ 128,601 00					
	.27½				\$ 18,911 20		
	.27½				5,880 60		
	.27½				1,530 65		
		\$ 128,601 00			\$ 26,322 45		
	\$0.27	\$ 362,794 15					
	.27	1,181 52					
	.70		\$ 55,135 50				
	.26755						\$ 2,579 45
							190 01
		\$ 492,576 67	\$ 55,135 50		\$ 26,322 45		\$ 2,769 46
	\$0.26 7-16	\$ 494,717 27					
	.26 7-16	1,375 54					
	.925		127,366 95				\$ 1,880 54
							1,000 00
		\$ 496,092 81	\$ 127,366 95				\$ 2,880 54
	\$0.23½	\$ 435,531 14					
	.23½	6,260 64					
	.23½	1,742 76					
	.23½				\$ 41,348 96		
	.12½						\$ 781 63
							579 08
		\$ 443,534 54			\$ 41,348 96		\$ 1,360 71
	\$0.27	\$ 425,743 56					
	.27				\$ 57,371 22		\$ 1,680 12
	.20						400 00
		\$ 425,743 56			\$ 57,371 22		\$ 2,080 12
	\$0.30⅝	\$ 789,055 58					
	.80		\$ 3,350 40				
	.30⅝				\$ 39,330 16		
	.36						\$ 31,449 96
	.15						18,351 30
	.20						10,178 60
	1.954						8,597 35
							5,888 63
	.30⅝						6,500 16
							847 40
							285 60
							220 60
	.15						828 00
		\$ 789,055 58	\$ 3,350 40		\$ 39,330 16		\$ 83,147 60
	\$0.27	\$ 29,575 80					
	.27				\$ 1,586 52		
	.30⅝	3,652 34					
	.429	\$ 486,618 13					
	.80		\$ 450,832 80				

EXHIBIT B, TABLE

Section.	DESIGNATION.	CUBIC YARDS—REGULAR CONTRACTS.			
		Main Channel.			River Di
		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.
	Totals for Griffiths & McDermott.....	1,134,308	563,541	54,395	5,876
	Griffiths & McDermott, Slope Paving—				
	1,285 cu. yds.....			54,395	
	River Diversion, Force Account—				
	158,617 cu. yds.....				
	River Improvement, Force Account—				
	10,162 cu. yds.....				
	Overhaul to Section A—				
	164,051 cu. yds.....				
1	Willow Springs Road Levee, Force Account.....				
	Raising Spoil Bank Levee, Force Account.....				
	Clearing Land on River Improvement.....				
	Willow Springs Road, Force Account.....				
	Dyke at Columbia Park.....				
	Raising Ill. & Mich. Canal Levee, Force Account.....				
	Removing Dam in River.....				
	Repairing Columbia Park buildings.....				
	Hay for Repairing Levee.....				
	Totals for Section.....	1,255,774	563,541	54,395	5,876
	Slope Paving.....				
	McArthur Bros.....	29,675			
		707,931			
			465,007		
				35,294	
2	River Diversion, Force Account—				29,516
	89,718 cu. yds. Glacial Drift.....				
	Totals for Section.....	737,606	465,007	35,294	29,516
	McArthur Bros.....	73,310			
		340,775			
			767,897		
				13,307	
3	Totals for Section.....	414,085	767,897	13,307	
	McArthur Bros.....	48,593			
		1,051,407			
			240,675		
				85,000	
4	River Diversion, Force Account—				
	106,803 cu. yds. Glacial Drift.....				
	17,857 cu. yds. Solid Rock.....				
	Totals for Section.....	1,100,000	240,675	85,000	
		1,047,984			
			281,870		
				71,881	
	Overhaul—				
	814,678 cu. yds.....				
	Quarrying Dimension Stone—				
	10,000 cu. yds.....				
5	River Diversion, Force Account—				
	12,256 cu. yds. Glacial Drift.....				
	Removing Spoil Banks—				
	16,671 cu. yds. Glacial Drift.....				
	Rip-rap on Levee—				
	700 cu. yds.....				
	Totals for Section.....	1,047,984	281,870	71,881	
	Vivian & Co.....	24,100			
	Mason, Hoge & Co.....	651,132			
			559,042		
				28,500	
6					118,808

NO. 1—Continued.

		VALUES—REGULAR CONTRACTS.					
version.	Price.	Main Channel.			River Diversion.		VALUES— COLLATERAL CONTRACTS.
Solid Rock.		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.	Solid Rock.	
	\$2.90			\$ 157,745 50			
		\$ 486,618 13	\$ 450,832 80	\$ 157,745 50			
	\$0.60	(771 00)					
	.865323						\$ 137,254 90
	.42						4,268 04
	.20						32,810 20
							1,719 86
							1,044 05
							504 41
							778 22
							300 00
							241 57
							210 00
							30 00
							10 50
		\$ 519,846 27 (771 00)	\$ 450,832 80	\$ 157,745 50	\$ 1,586 52		\$ 179,171 75
	\$0.28	\$ 8,309 00					
	.50	353,965 50					
	.80		\$ 372,005 60				
	3.50			\$123,529 00			
	.28				\$ 8,264 48		
	.6131						\$ 55,005 68
		\$ 362,274 50	\$ 372,005 60	\$ 123,529 00	\$ 8,264 48		\$ 55,005 68
	\$0.27	\$ 19,793 70					
	.56	190,834 00					
	.76		\$ 583,601 72				
	3.25			\$ 43,247 75			
		\$ 210,627 70	\$ 583,601 72	\$ 43,247 75			
	\$0.27	\$ 13,120 11					
	.49	515,189 43					
	.80		\$ 192,540 00				
	3.50			\$ 297 50 00			
							\$ 79,910 23
		\$ 528,309 54	\$ 192,540 00	\$ 297,500 00			\$ 79,910 23
	\$0.27	\$ 282,955 68					
	.735		\$ 207,174 45				
	3 25			\$ 233,613 25			
	.04	32,587 12					
	1.00						\$ 10,000 00
	.5097						6,246 54
	.27						4,501 17
	.70						490 00
		\$ 315,542 80	\$ 207,174 45	\$ 233,613 25			\$ 21,237 71
	\$0.22	\$ 5,302 00					
	.27	175,805 64					
	.735		\$ 410,895 87				
	3.25			\$ 92,625 00			
	.27				\$ 32,078 16		

EXHIBIT B, TABLE

Section.	DESIGNATION.	CURIC YARDS—REGULAR CONTRACTS.			
		Main Channel.			River Di
		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.
6	Embankment—				
	24,701 cu. yds.				
	Riprap on Levee—				
	5,469 cu. yds.				
	Hard Material on Levee—				
	11,000 cu. yds.				
	Raising Levee—				
	2,707 cu. yds.				
7	Extra Appropriation for Raising Levee.				
	Suppressing Fires in Levee				
	Totals for Section	675,232	559,042	28,500	118,808
		172,500			
			900,274		
				6,000	
					97,917
	Quarrying Dimension Stone—				
8	8,358 cu. yds.				
	Embankment—				
	3,517 cu. yds.				
	Raising Levee.—				
	1,466 cu. yds.				
	Extra Appropriation for Raising Levee.				
	Force Account, Raising Levee.				
	Riprap—				
9	4,277 cu. yds.				
	Earth Core for Levee				
	Hard Material on Levee—				
	4,000 cu. yds.				
	Suppressing Fires in Levee.				
	Lumber for Piling Dimension Stone				
	Totals for Section	172,500	900,274	6,000	97,917
		43,578			
10	Approaches, Main Channel temporary bridge.				
	Stephens Street.	6,592			
	Main Channel, includ'g Retaining Wall scabbling		1,161,046		
					57,902
				2,875	
	Roadway and River Diversion bridge.				
	Moving Cable Towers.				
	Agnew & Co's. claims.				
9	Quarrying Dimension Stone—				
	1,400 cu. yds.				
	Trestle, Main Channel.				
	Stephens Street Improvement.				
	Moving Telegraph Line.				
	Right of Way Fence.				
	Totals for Section	50,170	1,161,046	2,875	57,902
		76,692			
10			1,003,769		
					40,763
	Agnew & Co's. claims.				
	Main Channel Trestle.				
	Totals for Section	76,692	1,003,769		40,763
		31,743			
			1,141,890		
					30,313
10	River Diversion Levee, Force Account.				
	Roadway and River Diversion Bridge.				
	Tracks at Quarry No. 5				
	Maintaining Western Stone Company's Tracks ..				
10	Protection Levee at Quarry No. 5.				

[illegible]

EXHIBIT B, TABLE

Section.	DESIGNATION.	CUBIC YARDS—REGULAR CONTRACTS.			
		Main Channel.			River Di
		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.
10	Removing Western Stone Company's Tracks				
	Changing Western Stone Company's Tracks				
	Stairway to Main Channel.....				
	Moving Stairway and Platform.....				
	Totals for Section.....	31,743	1,141,890		30,313
11	.....	44,021	989,711		5,834
				
				
				
11	Core for Levee.....				
	Force Account River Diversion—				
	6,893 cu. yds. Glacial Drift.....				
	4,419 cu. yds. Solid Rock.....				
	Extra Work on Levee.....				
	Raising Levee.....				
	Totals for Section.....	44,021	989,711		5,834
12	.....	29,318			
	Approaches to Bridge.....	12,470			
	Temporary Road.....	1,619			
	Side Pockets.....	632			
	Side Pockets.....		978,182		
	.....		19,832		
	.....			9,270	
	.....				11,739
12	Draining Goose Lake—				
	7,475 cu. yds. Solid Rock.....				
	Core for Levee.....				
	Main Channel Trestle.....				
	Romeo Roadway.....				
	Santa Fe Crossing at Romeo.....				
	Repairing Trestle.....				
	Totals for Section.....	44,039	998,014	9,270	11,739
13	.....	33,036			
	Side Pockets.....	773			
	.....		1,008,475		
	Side Pockets.....		25,202		
	.....			10,838	
	Totals for Section.....	33,809	1,033,677	10,838	
14	.....	167,280			
	.....	212,100			
	.....		1,023,500		
	.....			22,000	
	Totals for Section.....	379,380	1,023,500	22,000	
15	.....	36,000			
	.....		639,700		
	.....			37,400	
				
	Totals for Section.....	36,000	639,700	37,400	
	Below Section 15—				
	Work at Hyde's Mill and Dam No. 1.....				
	Grand Totals.....	26,245,144	12,006,984	376,760	1,169,484

NO. 1—Continued.

Version.	Price.	VALUES—REGULAR CONTRACTS.					VALUES— COLLATERAL CONTRACTS.
		Main Channel.			River Diversion.		
		Glacial Drift.	Solid Rock.	Retaining Wall.	Glacial Drift.	Solid Rock.	
Solid Rock.							\$ 632 44
							267 15
							59 35
							27 33
58,276		\$ 7,935 75	\$ 913,512 00		\$ 7,578 25	\$ 46,620 80	\$ 48,549 55
	\$0 30 1/4	\$ 13,316 35					
	.79 1/4		\$ 784,345 97				
	.30 1/4				\$ 1,764 79		
11,268	.79 1/4					\$ 8,929 89	
							\$ 17,907 10
	.7055						} 14,113 82
	2.093						
							1,138 82
							1,000 00
11,268		\$ 13,316 35	\$ 784,345 97		\$ 1,764 79	\$ 8,929 89	\$ 34,159 74
	\$0 30 1/4	\$ 8,868 70					
	.30 1/4	3,772 17					
	.30 1/4	489 75					
	.30 1/4	191 18					
	.79 1/4		\$ 775,209 24				
	.79 1/4		15,716 86				
	3.50			\$ 32,445 00			
	.30 1/4				\$ 3,551 05		
	1.196						\$ 8,942 88
							7,541 87
							910 44
							300 00
							23 18
							56 12
		\$ 13,321 80	\$ 790,926 10	\$ 32,445 00	\$ 3,551 05		\$ 17,774 49
	\$0 26	\$ 8,589 36					
	.26	200 98					
	.74 3/4		\$ 753,835 06				
	.74 3/4		18,838 50				
	3.50			\$ 37,933 00			
		\$ 8,790 34	\$ 772,673 56	\$ 37,933 00			
	\$0 20	\$ 33,456 00					
	.36	76,356 00					
	.73		\$ 747,155 00				
	3.50			\$ 77,000 00			
		\$ 109,812 00	\$ 747,155 00	\$ 77,000 00			
	\$0 19	\$ 6,840 00					
	.59		\$ 377,423 00				
	3.40			\$ 127,160 00			
		\$ 6,840 00	\$ 377,423 00	\$ 127,160 00			
							\$ 18,052 85
228,918		\$7,538,965 32	\$9,105,472 16	\$1,251 642 25	\$307,887 94	\$174,506 75	\$ 686,353 25

EXHIBIT B, TABLE NO. 1—*Continued.*

SUMMARY OF QUANTITIES.

For Summary of Values by Sections See Page 3188.

	<i>Cubic Yards.</i>	<i>Cubic Yards.</i>
Glacial Drift, Main Channel—		
Regular Contracts.....	26,245,144	
Extra, Section 5, Collateral Contract.....	16,671	
Total Glacial Drift chargeable to Main Channel.....		26,261,815
Glacial Drift, River Diversion—		
Regular Contracts.....	1,169,484	
Collateral Contracts, Force Account, Section 1.....	158,617	
Collateral Contracts, Force Account, Section 2.....	89,718	
Collateral Contracts, Force Account, Section 4.....	106,803	
Collateral Contracts, Force Account, Section 5.....	12,256	
Collateral Contracts, Force Account, Section 11.....	6,893	
Collateral Contracts, for Spillway proper.....	4,713	
Collateral Contracts, near Spillway, Force Account.....	16,500	
Collateral Contracts, completing Levee, Section A.....	87,361	
Collateral Contracts, Muck in River, Section A.....	122,342	
Collateral Contracts, Extra Depth in River, Section A.....	21,225	
Collateral Contracts, Extra, J. Lehman, Section 1.....	10,162	
Total Glacial Drift chargeable against River Diversion.....		1,806,074
Total Glacial Drift, Main Channel and River Diversion.....		28,067,889
Solid Rock, Main Channel, Regular Contracts.....		12,006,984
Solid Rock, River Diversion—		
Regular Contracts.....	228,918	
Collateral Contracts, Force Account, Section 4.....	17,857	
Collateral Contracts, Force Account, Section 11.....	4,419	
Collateral Contracts, Force Account, Section 12.....	7,475	
Total Solid Rock chargeable against River Diversion.....		258,669
Total Solid Rock, Main Channel and River Diversion.....		12,265,653
Total Glacial Drift, Main Channel and River Diversion.....		28,067,889
Total Solid Rock, Main Channel and River Diversion.....		12,265,653
		40,333,542
Rubble Masonry (Retaining Wall), Regular Contracts.....		376,760
Slope Paving, Regular Contracts, Section 1.....		1,285

EXHIBIT B, TABLE NO. 1.—Continued—SUMMARY OF VALUES—REVISED ESTIMATE OF JANUARY 1ST, 1896.

Section.	REGULAR CONTRACTS.			COLLATERAL CONTRACTS.			REGULAR AND COLLATERAL CONTRACTS.		
	Main Channel.	River Divers'n.	Total.	Main Channel.	River Divers'n.	Total.	Main Channel.	River Divers'n.	Total.
O	\$ 344,784 35		\$ 344,784 35			\$ 2,500 00	\$ 347,284 35		\$ 347,284 35
N	256,183 89		256,183 89				256,183 89		256,183 89
M	156,858 45		156,858 45				156,858 45		156,858 45
L	217,070 56		217,070 56				217,070 56		217,070 56
K	288,988 25		288,988 25				288,988 25		288,988 25
I	284,962 25		284,962 25				284,962 25		284,962 25
H	312,358 42		312,358 42				312,358 42		312,358 42
G	381,847 76		381,847 76				381,847 76		381,847 76
F	307,630 02	\$ 37,580 58	345,210 60		\$ 98,047 15	38,047 15	307,630 02	75,627 73	383,257 75
*E	547,712 17	36,322 45	584,034 62		2,579 45	2,769 46	547,712 17	28,901 90	576,614 08
D	623,459 76		623,459 76		2,880 54	2,880 54	623,459 76	2,880 54	626,340 30
C	443,534 54		443,534 54			1,360 71	443,534 54	41,348 96	484,883 50
B	425,743 56	41,348 96	467,092 52		400 00	1,080 12	425,743 56	57,771 22	483,514 78
A	739,405 98	39,330 16	778,736 14		76,190 97	2,220 60	739,405 98	115,321 13	854,727 11
1	1,129,195 57	1,586 52	1,130,782 09		175,388 05	1,019 79	1,131,959 48	176,974 57	1,308,933 05
2	857,809 10	8,264 48	866,073 58		55,005 68	55,005 68	857,809 10	63,270 16	921,079 26
3	837,477 17		837,477 17				837,477 17		837,477 17
4	1,018,349 54		1,018,349 54		79,910 23	79,910 23	1,018,349 54	79,910 23	1,098,259 77
5	756,330 50		756,330 50		6,736 54	21,237 71	756,330 50	6,736 54	763,067 04
6	684,628 51		684,628 51		16,055 65	24,644 06	684,628 51	40,006 57	724,635 08
7	736,051 39	32,078 16	768,129 55		8,588 41	21,612 80	736,051 39	67,767 14	803,818 53
8	890,269 84	89,355 27	979,625 11		10,368 75	49,436 51	890,269 84	130,223 66	1,020,493 50
9	731,858 28	23,573 72	755,432 00		3,338 52	4,012 30	731,858 28	33,573 72	765,432 00
10	921,447 75	54,199 05	975,646 80		1,012 30	3,000 00	921,447 75	94,254 85	1,015,702 60
11	797,662 32	10,694 68	808,357 00		86 68	4,859 55	797,662 32	44,854 42	842,516 74
12	896,692 90	3,551 05	900,244 95			34,159 74	896,692 90	20,035 80	916,728 70
13	819,396 90		819,396 90		966 56	17,774 49	819,396 90		820,863 40
14	933,967 00		933,967 00				933,967 00		933,967 00
15	511,423 00		511,423 00				511,423 00		511,423 00
Totals	\$17,806,079 73	\$482,394 69	\$18,378,474 42	\$54,509 44	\$587,855 45	\$698,300 40	\$17,930,589 17	\$1,070,250 14	\$19,046,774 82
Below Section 15.....									
						18,052 85			
Total for all work under contract, Jan. 1st, 1896.....						\$686,353 25			

EXHIBIT B, TABLE NO. 2—CHIEF
STATEMENT SHOWING CONDITION OF CONTRACTS JAN
On Basis of New Contracts Throughout; See

Section.	DESIGNATION.	Revised Preliminary Estimate of Jan. 1, '96.	Earned to and Including Jan. 1, 1896.		
			Regular Contracts.	Collateral Contracts.	Total.
O	Main and Collateral Channels.	\$ 344,784 35	\$ 151,585 31		
	Western Avenue Bridge.	2,500 00		\$ 2,035 49	
	Totals for Section.	\$ 347,284 35			\$ 153,620 80
N	Main Channel.	\$ 256,188 89	\$ 32,154 00		\$ 32,154 00
M	Main Channel.	\$ 156,858 45	\$ 155,947 05		\$ 155,947 05
L	Main Channel.	\$ 217,070 56	\$ 215,508 15		\$ 215,508 15
K	Main Channel.	\$ 288,988 25	\$ 279,050 00		\$ 279,050 00
I	Main Channel.	\$ 284,962 25	\$ 283,000 00		\$ 283,000 00
H	Main Channel.	\$ 312,358 42	\$ 174,231 13		\$ 174,231 13
G	Main Channel.	\$ 381,847 76	\$ 270,281 48		\$ 270,281 48
F	Ricker, Lee & Co.		\$ 157,350 16		
	Weir, McKechney & Co.		59,265 50		
	Totals, Regular Contracts.	\$ *345,210 60	\$ 216,615 66		
	Spillway Construction.			\$ 20,518 41	
	Excavation near Spillway.			11,653 09	
	Raising Santa Fe Bridge.			5,875 65	
	Totals, Collateral Contracts.	\$ 38,047 15		\$ 38,047 15	
	Totals for Section.	\$ *383,257 75			\$ 254,662 81
E	Streeter & Kenefick.		\$ 155,342 28		
	Angus & Gindele.		128,520 00		
	Totals, Regular Contracts.	\$ 1574,034 62	\$ 283,862 28		
	Overhaul, River Diversion.			\$ 2,579 45	
	Summit Highway.			190 01	
	Totals, Collateral Contracts.	\$ 2,769 46		\$ 2,769 46	
	Totals for Section.	\$ 1576,804 08			\$ 286,631 74
D	Main Channel.	\$ 623,459 76	\$ 444,784 50		
	Calumet Terminal Bridge.			\$ 1,880 54	
	Pile Trestle.			1,000 00	
	Totals, Collateral Contracts.	\$ 2,880 54		\$ 2,880 54	
	Totals for Section.	\$ 626,340 30			\$ 447,665 04
C	Main Channel and River Diversion.	\$ 484,883 50	\$ 356,307 00		
	Building Sand Excavated.			\$ 781 63	
	Raising I. & M. Canal Bank.			579 08	
	Totals, Collateral Contracts.	\$ 1,360 71		\$ 1,360 71	
	Totals for Sections.	\$ 486,244 21			\$ 357,667 71
B	Main Channel and River Diversion.	\$ 483,114 78	\$ 373,464 00		
	Raising I. & M. Canal Bank.			\$ 1,680 12	
	Revetting Levee.			400 00	
	Totals, Collateral Contracts.	\$ 2,080 12		\$ 2,080 12	
	Totals for Section.	\$ 485,194 90			\$ 375,544 12

ENGINEER'S REPORT FOR 1895.

JANUARY 1, 1896, INCLUDING VOUCHERS OF THAT DATE.

Notes on Sections F, E and 1 on Pages 3195-96.

Remaining to be Earned.			Reserved, 12½% and 10%.			Total Re- maining to be Earned, plus Total Reserved.
Regular Contracts.	Collateral Contracts.	Total.	Regular Contracts.	Collateral Contracts.	Total.	
\$ 193,199 04			\$ 18,548 16			
	\$ 464 51					
		\$ 193,663 55			\$ 18,948 16	\$ 212,611 71
\$ 224,029 89		\$ 224,029 89	\$ 4,019 25		\$ 4,019 25	\$ 228,049 14
\$ 911 40		\$ 911 40	\$ 19,493 38		\$ 19,493 38	\$ 20,404 78
\$ 1,562 41		\$ 1,562 41	\$ 27,153 99		\$ 27,153 99	\$ 28,716 40
\$ 9,938 25		\$ 9,938 25	\$ 34,881 25		\$ 34,881 25	\$ 44,819 50
\$ 1,962 25		\$ 1,962 25	\$ 35,373 00		\$ 35,373 00	\$ 37,337 25
\$ 138,127 29		\$ 138,127 29	\$ 21,778 89		\$ 21,778 89	\$ 159,906 18
\$ 111,566 28		\$ 111,566 28	\$ 33,785 19		\$ 33,785 19	\$ 145,351 47
			\$ 19,668 77			
\$ 128,594 94			7,408 19			
\$ *128,594 94			\$ 27,076 96			
		\$ *128,594 94			\$ 27,076 96	\$ *155,671 90
			\$ 19,417 78			
\$ 290,172 34			16,065 00			
\$ †290,172 34			\$ 35,482 78			
		\$ †290,172 34			\$ 35,482 78	\$ †325,655 12
\$ 178,675 26			\$ 55,598 06			
		\$ 178,675 26			\$ 55,598 06	\$ 234,273 32
\$ 128,576 50			\$ 44,538 38			
		\$ 128,576 50			\$ 44,538 38	\$ 173,114 88
\$ 109,650 78			\$ 46,683 00			
		\$ 109,650 78			\$ 46,683 00	\$ 156,333 78

EXHIBIT B, TABLE

Section.	DESIGNATION.	Revised Preliminary Estimate of Jan. 1, '96.	Earned to and Including Jan. 1, 1896.		
			Regular Contracts.	Collateral Contracts.	Total.
A	Main Channel and River Diversion.....	\$ 831,736 14	\$ 384,335 17		
	Completing Levee.....			\$ 31,449 96	
	Muck Excavation, Des Plaines River.....			18,351 30	
	Overhaul, Levee Material.....			10,178 60	
	Levee Trestle.....			8,597 35	
	Extra Depth, River Diversion.....			6,500 16	
	Raising I. & M. Canal Levee.....			5,888 63	
	Flood Damages.....			847 40	
	Revetting Muck Levee.....			828 00	
	Hard Material in River.....			285 60	
	Removing Hydraulic Dredge.....			220 60	
	Totals, Collateral Contracts.....	\$ 83,147 60		\$ 83,147 60	
	Totals for Section.....	\$ 914,883 74			\$ 467,482 77
	Alfred Harlev.....	\$ 31,162 32	\$ 31,162 32		
1	Heldmaier & Neu.....	3,652 34	3,652 34		
	Griffiths & McDermott.....	1,095,967 43	408,305 40		
	Totals, Regular Contracts.....	\$1,130,782 09	\$ 443,120 06		
	River Diversion, Force Account.....			\$ 137,254 90	
	Overhaul to Levee, Section A.....			32,810 20	
	River Improvement, J. Lehman.....			4,772 45	
	Willow Springs Road.....			2,498 08	
	Protection of Levee.....			684 00	
	River Dyke, Conley Bros.....			300 00	
	I. & M. Spoil Bank Levee.....			612 12	
	Removing Dam in River.....			210 00	
	Repairing Columbia Park Buildings.....			30 00	
	Totals, Collateral Contracts.....	\$ 179,171 75		\$ 179,171 75	
	Totals for Section.....	\$1,309,953 84			\$ 622,291 81
2	Main Channel and River Diversion.....	\$ 866,073 58	\$ 607,875 98		
	River Diversion, Force Account.....	55,005 68		\$ 55,005 68	
	Totals for Section.....	\$ 921,079 26			\$ 662,881 66
3	McArthur Bros.....	\$ 19,793 70	\$ 19,793 70		
	Gilman & Co.....	817,683 47	772,016 00		
	Totals for Section.....	\$ 837,477 17	\$ 791,809 70		\$ 791,809 70
4	Main Channel.....	\$1,018,349 54	\$ 641,123 54		
	River Diversion, Force Account.....	79,910 23		\$ 79,910 23	
	Totals for Section.....	\$1,098,259 77			\$ 721,033 77
5	Main Channel.....	\$ 756,330 50	\$ 465,487 50		
	Removing Spoil Bank.....			\$ 4,501 17	
	River Diversion, Force Account.....			6,246 54	
	Quarrying Dimension Stone.....				
	Riprap on Levee.....			350 00	
	Totals, Collateral Contracts.....	\$ 21,237 71		\$ 11,097 71	
	Totals for Section.....	\$ 777,568 21			\$ 476,585 21
6	Vivian & Co.....	\$ 5,302 00	\$ 5,302 00		
	Mason, Hoge & Co.....	711,404 67	564,060 00		
	Totals, Regular Contracts.....	\$ 716,706 67	\$ 569,362 00		
	Embankment.....			\$ 16,055 65	
	Hard Material on Levee.....			2,750 00	
	Raising Levee.....			729 00	
	Riprap on Levee.....			567 00	
	Suppressing Fires in Levee.....			462 05	
	Totals, Collateral Contracts.....	\$ 24,644 06		\$ 20,563 70	
	Totals for Section.....	\$ 741,350 73			\$ 589,925 70

NO. 2—Continued.

Remaining to be Earned.			Reserved, 12½% and 10%.			Total Re- maining to be Earned, plus Total Reserved.
Regular Contracts.	Collateral Contracts.	Total.	Regular Contracts.	Collateral Contracts.	Total.	
\$ 447,400 97			\$ 69,869 29			
		\$ 447,400 97			\$ 69,869 29	\$ 517,270 26
			\$ 6,179 89			
			51,038 18			
\$ 687,662 03			\$ 57,218 01			
				\$ 4,101 27		
		\$ 687,662 03			\$ 61,319 28	\$ 748,981 31
\$ 258,197 60			\$ 75,984 50			
		\$ 258,197 60			\$ 75,984 50	\$ 334,182 10
\$ 45,667 47			\$ 96,502 00			
		\$ 45,667 47			\$ 96,502 00	\$ 142,169 47
\$ 377,226 00			\$ 80,140 44			
		\$ 377,226 00			\$ 80,140 44	\$ 457,366 44
\$ 290,843 00			\$ 58,185 94			
	\$ 10,000 00					
	140 00					
	\$ 10,140 00					
		\$ 300,983 00			\$ 58,185 94	\$ 359,168 94
\$ 147,344 67			\$ 70,507 50			
\$ 147,344 67			\$ 70,507 50			
	\$ 1,201 89					
	2,878 47					
	\$ 4,080 36					
		\$ 151,425 03			\$ 70,507 50	\$ 221,932 53

EXHIBIT B, TABLE

Section.	DESIGNATION.	Preliminary Estimate of Jan. 1, '95.	<i>Earned to and Including Jan. 1, 1896.</i>		
			Regular Contracts.	Collateral Contracts.	Total.
7	Main Channel and River Diversion.....	\$ 783,189 78	\$ 695,801 42	.....	.....
	Quarrying Dimension Stone.....	.....	.....	\$ 8,358 00	.....
	Riprap on Levee.....	.....	.....	2,694 51	.....
	Embankment.....	.....	.....	2,286 05	.....
	Earth Core for Levee.....	.....	.....	2,000 00	.....
	Raising Levee, Force Account.....	.....	.....	1,000 00	.....
	Suppressing Fires in Levee.....	.....	.....	693 08	.....
	Lumber Used in Piling Stone.....	.....	.....	400 00	.....
	Raising Levee to Grade.....	.....	.....	381 16	.....
	Hard Material on Levee.....	.....	.....	.....	.....
	Totals, Collateral Contracts.....	\$ 21,612 80	.....	\$ 17,812 80	.....
	Totals for Section.....	\$ 804,802 58	.....	.....	\$ 713,614 22
8	Main Channel and River Diversion.....	\$ 979,625 11	\$ 903,152 77	.....	.....
	Road and River Bridge.....	.....	.....	\$ 40,868 39	.....
	Moving Cable Towers.....	.....	.....	2,992 15	.....
	Waiver of Claims, Agnew & Co.....	.....	.....	2,000 00	.....
	Quarrying Dimension Stone.....	.....	.....	1,363 00	.....
	Main Channel Trestle.....	.....	.....	966 37	.....
	Improving Stephens Street.....	.....	.....	500 00	.....
	Moving Telegraph Lines.....	.....	.....	487 58	.....
	Santa Fe Railroad Fence.....	.....	.....	222 02	.....
	Totals, Collateral Contracts.....	\$ 49,436 51	.....	\$ 49,399 51	.....
	Totals for Section.....	\$1,029,061 62	.....	.....	\$ 952,552 28
9	Main Channel and River Diversion.....	\$ 815,412 00	\$ 814,984 61	.....	.....
	Waiver of Claims, Agnew & Co.....	.....	.....	\$ 3,000 00	.....
	Trestle Bridge.....	.....	.....	1,012 30	.....
	Totals, Collateral Contracts.....	\$ 4,012 30	.....	\$ 4,012 30	.....
	Totals for Section.....	\$ 819,424 30	.....	.....	\$ 818,996 91
10	Main Channel and River Diversion.....	\$ 975,646 80	\$ 975,087 60	.....	.....
	River Diversion, Levee, Force Account.....	.....	.....	\$ 24,063 17	.....
	Roadway and River Diversion Bridge.....	.....	.....	15,983 63	.....
	Changing Western Stone Co.'s Tracks.....	.....	.....	267 15	.....
	Maintaining Western Stone Co.'s Tracks.....	.....	.....	3,627 45	.....
	Railroad Track, Quarry No. 5.....	.....	.....	3,120 89	.....
	Protection Levee, Quarry No. 5.....	.....	.....	1,400 58	.....
	Stairway to Main Channel.....	.....	.....	59 35	.....
	Stairway and Platform.....	.....	.....	27 33	.....
	Totals, Collateral Contracts.....	\$ 48,549 55	.....	\$ 48,549 55	.....
	Totals for Section.....	\$1,024,196 35	.....	.....	\$1,023,637 15
11	Main Channel and River Diversion.....	\$ 808,357 00	\$ 805,209 52	.....	.....
	Core in Levee.....	.....	.....	\$ 17,907 10	.....
	River Diversion, Force Account.....	.....	.....	14,113 82	.....
	Extra Work on Levee.....	.....	.....	1,138 82	.....
	Totals, Collateral Contracts.....	\$ 34,159 74	.....	\$ 33,159 74	.....
	Totals for Section.....	\$ 842,516 74	.....	.....	\$ 838,369 26
12	Main Channel and River Diversion.....	\$ 840,243 95	\$ 834,748 57	.....	.....
	Draining Goose Lake.....	.....	.....	\$ 8,942 88	.....
	Core for Levee.....	.....	.....	7,541 87	.....
	Main Channel Trestle.....	.....	.....	910 44	.....
	Romeo Roadway.....	.....	.....	300 00	.....
	Repairing Trestle.....	.....	.....	56 12	.....
	Railroad Crossing at Romeo.....	.....	.....	23 18	.....
	Totals, Collateral Contracts.....	\$ 17,774 49	.....	\$ 17,774 49	.....
	Totals for Section.....	\$ 858,018 44	.....	.....	\$ 852,523 06
13	Main Channel.....	\$ 819,396 90	\$ 816,573 72	.....	\$ 816,573 72
14	Main Channel.....	\$ 933,967 00	\$ 824,442 00	.....	\$ 824,442 00

NO. 2—Continued.

Remaining to be Earned.			Reserved, 12½% and 10%.			Total Re- maining to be Earned, plus Total Reserved.
Regular Contracts.	Collateral Contracts.	Total.	Regular Contracts.	Collateral Contracts.	Total.	
\$ 87,988 36			\$ 86,975 18			
	\$ 2,800 00					
	1,000 00					
	\$ 3,800 00					
		\$ 91,188 36			\$ 86,975 18	\$ 178,163 54
\$ 76,472 34			\$ 112,894 10			
	\$ 37 00					
	\$ 37 00					
		\$ 76,509 34			\$ 112,894 10	\$ 189,403 44
\$ 427 39			\$ 101,873 08			
		\$ 427 39			\$ 101,873 08	\$ 102,300 47
\$ 559 20			\$ 121,885 95			
		\$ 559 20			\$ 121,885 95	\$ 122,445 15
\$ 3,147 48			\$ 100,651 19			
	\$ 1,000 00					
	\$ 1,000 00					
		\$ 4,147 48			\$ 100,651 19	\$ 104,798 67
\$ 5,495 38			\$ 104,343 57			
		\$ 5,495 38			\$ 104,343 57	\$ 109,838 95
\$ 2,823 18		\$ 2,823 18	\$ 102,071 72		\$ 102,072 72	\$ 104,894 90
\$ 109,525 00		\$ 109,525 00	\$ 103,055 25		\$ 103,055 25	\$ 212,580 25

EXHIBIT B, TABLE

Section.	DESIGNATION.	Revised Preliminary Estimate of Jan. 1, '96.	<i>Earned to and Including Jan. 1, 1896.</i>		
			Regular Contracts.	Collateral Contracts.	Total.
15	Main Channel.....	\$ 511,423 00	\$ 237,792 00	.. .....	\$ 237,792 00
	Below Section 15.....	\$ 18,052 85	.....	\$ 18,052 85	\$ 18,052 85
	Grand Totals.....	\$19,064,827 67	\$14,047,696 72	\$ 666,831 88	\$14,714,528 10

*On basis of new contract throughout; includes \$35,551.81 excess over original contract, chargeable

†On basis of new contract throughout; is \$30,347.51 less than original contract, which additional District, but charged against Streeter & Kenefick.

‡On basis of new contracts; includes \$235,591.66 excess over original contract, chargeable against

NO. 2—Continued.

Remaining to be Earned.			Reserved, 12½% and 10%.			Total Re- maining to be Earned, plus Total Reserved.
Regular Contracts.	Collateral Contracts.	Total.	Regular Contracts.	Collateral Contracts.	Total.	
\$ 273,631 00	.....	\$ 273,631 00	\$ 29,724 00	.....	\$ 29,724 00	\$ 303,355 00
.....
\$ 4,380,777 70	\$ 19,521 87	\$ 4,350,299 57	\$ 1,776.696 01	\$ 4,101 27	\$ 1,780,797 28	\$ 6,131,096 85

against Ricker, Lee & Company.
amount will be due on Streeter & Kenefick's contract, less \$5,115.22, flood damages, paid by Sanitary
original contractor.

COMPARISON OF FOREGOING TABLE WITH REPORTS OF SUPERINTENDENT OF CONSTRUCTION AND CLERK
FOR JANUARY 1ST, 1896.

	<i>By Table.</i>	<i>By Supt. of Construction's Report.</i>
Earned to January 1st—Regular.....	\$14,047,696 72	\$14,047,696 72
Earned to January 1st—Collateral.....	666,831 38	671,946 60
Total.....	\$14,714,528 10	\$14,719,643 32
Difference.....	\$ 5,115 22	

Superintendent of Construction's Report includes as collateral \$5,115.22 Flood Damages, Section E, which amount is chargeable against Streeter & Kenefick, and not included in table as earned on Construction Work.

By Table—

Total earned to January 1st, 1896, including Flood Damages.....		\$14,719,643 32
Total Reserved, by Table.....	\$ 1,780,797 28	
Unpaid Vouchers January 1st—Regular Contracts.....	103,524 37	
Unpaid Vouchers January 1st—Collateral Contracts.....	1,565 78	
Uncalled for Pay Envelopes, River Diversion, Force Account Work...	513 98	

Total Reserved and Unpaid.....	\$ 1,886,401 41	
Credit Construction Account by Sale of Material to Atchison, Topeka & Santa Fe Railroad Company.....	41 60	
		\$ 1,886,443 01

Net Amount Expended, Construction Account to Jan. 1, 1896. \$12,833,200 31

By Clerk's Report (Page 3054 of Proceedings)—

Total Expenditures, Construction Account.....	\$12,914,755 89	
Total Receipts, Construction Account.....	81,555 58	
Net Expenditures to January 1, 1896.....		\$12,833,200 31

EXHIBIT B, TABLE NO. 3—SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF CUBIC YARDS OF MATERIAL EXCAVATED AND RETAINING WALL BUILT FROM THE BEGINNING OF WORK TO JANUARY 1, 1896.

SECTIONS.	1892.			1893.			1894.			1895.			TOTALS.			PRICE.
	Glacial Drift.	Solid Rock.		Glacial Drift.	Solid Rock.		Glacial Drift.	Solid Rock.	Retain- ing Wall.	Glacial Drift.	Solid Rock.	Retain- ing Wall.	Glacial Drift.	Solid Rock.	Retain- ing Wall.	
O.....				518,821 7,600						111,000 89,500			629,821 97,100			\$0.21 .199
N.....				71,300						68,500			139,800			.23
M.....				343,800						374,850			718,650			.217
L.....				458,100						635,850			1,093,950			.197
K.....				414,600						701,600			1,116,200			.25
I.....				680,400						451,600			1,132,000			.25
H.....				141,444						459,353			600,797			.29
G.....				527,906						437,385			965,291			.28
F.....				306,914 4,713 16,500						295,613 200,900			602,527 200,900 4,713 16,500			.1375 .295 .0390 .7162
E.....				564,881						436,781			564,881 476,000			.275 .27
D.....				227,317						564,528			1,082,400			.26 7-16
C.....				200,652						560,676			1,516,200			.225
B.....				204,626						574,097			1,383,200			.27
A.....				190,154						274,864			122,342 1,276,197 87,363			.15 .24 84 .36
I.....				101,719 10,162 158,617						13,697 11,926 301,700			115,416 11,926 738,200 138,617			.27 .28 84 .439 .80 33
											108,200	1,744	108,200	1,744		.80 2.30

11.	31,100	6,893	11,956	3,732	386,100	.....	.....	6,403	49,788	997,033	.....	.....	7055
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3025
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	7925
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2 005

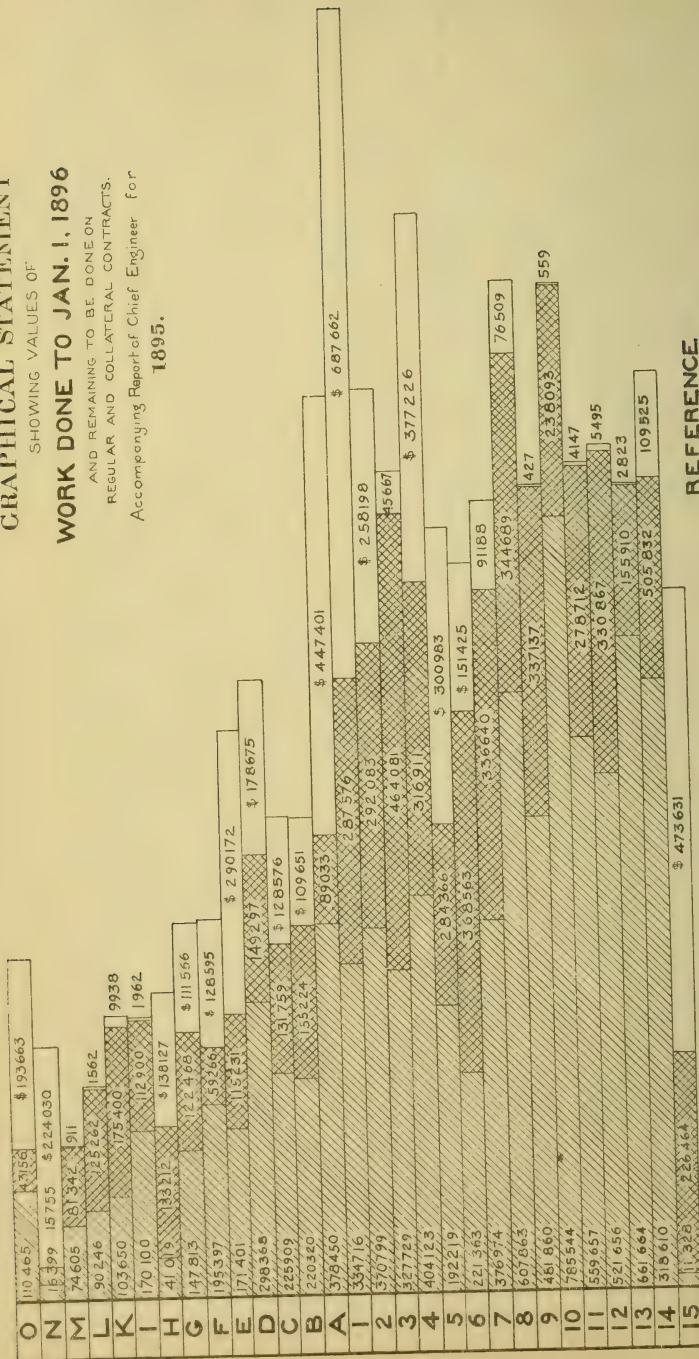
12.	15,553	11,847	255,600	11,739	344,800	.....	.....	54,270	.....	902,140	.....	.....	3025
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	7925
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1 106
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	17 44
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	1 66
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	9 152
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 50
13.	32,822	.....	327,300	.....	515,700	.....	.....	33,422	.....	1,030,400	.....	.....	25
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	7475
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3 50

14.	15,000	28,066	.....	88,534	.....	.....	.....	148,100	.....	.....	.....	.....	30
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	36
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	73

15.	.....	.....	.....	29,500	9,700	.....	.....	32,100	.....	392,700	.....	.....	19
	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	59

Totals.	409,075	3,202,104	1,577,109	9,589,527	3,692,480	2,600	7,434,999	5,060,666	96,983.44	20,695,705	10,449,365	99,563.44	.....

GRAPHICAL STATEMENT
SHOWING VALUES OF
WORK DONE TO JAN. 1, 1896
AND REMAINING TO BE DONE ON
REGULAR AND COLLATERAL CONTRACTS.
Accompanying Report of Chief Engineer for
1895.



REFERENCE

SECTION K		Total estimated cost of section.	
G	147,813	122,468	\$ 111,566
F	195,337	159,266	\$ 128,595
		Value of work done to Jan. 1, 1895.	
		to be done.	

Note—For sections "F," "E," and "I," values remaining to be done are on basis of new contracts for difference see accompanying report.

AGREEMENT FOR INSPECTION OF IRON
AND STEEL TO BE USED IN REGULATING WORKS.

The Clerk presented a report from the Chief Engineer, asking authority to employ the Pittsburgh Testing Laboratory, (Limited) to inspect the iron and steel to be used in the Regulating Works on the Main Channel, on the basis of their proposal, as set forth in the report; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be ordered printed and placed on file, the authority requested therein granted, and the President and Clerk authorized and directed to execute, on behalf of the District, an agreement for the inspection of said material, as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—seven (7). Nays—Mr. Braden—one (1).

Upon which result the President declared the motion carried, the report ordered printed and placed on file, the authority requested therein granted, and the President and Clerk authorized and directed to execute, on behalf of the District, an agreement for the inspection of said material, as provided in the report.

The following is

THE REPORT:

“CHICAGO, February 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The inspection of the iron and steel to be used in the Controlling Works structure requires immediate attention, as orders for this material have been placed by Christie & Lowe, who hold the contract for the construction of that work. I have propositions from the Osborne Company, of Cleveland; G. W. G. Ferris & Co., of Pittsburgh and Chicago, and the Pittsburgh Testing Laboratory (Limited). These proposals I laid before the members of your Committee on Engineering and Finance on Monday last, and they then determined that the proposal of the last named company was the most favorable. I therefore ask that I be authorized to employ the Pittsburgh Testing Laboratory, (Limited) to inspect this material on the basis of their proposal, namely—33 cents per ton for mill inspection and 33 cents per ton for inspection at the Bridge Works. This matter deserves prompt attention as the mills are ready to roll

the material as soon as the inspection is arranged for.

Respectfully submitted,

(Signed)

ISHAM RANDOLPH,

Chief Engineer.”

ADVERTISEMENT, SPECIFICATIONS, BOND
AND PROPOSAL FOR RETAINING
WALL ON SECTION 14.

The Clerk presented a report from the Chief Engineer, transmitting form of advertisement, specifications, bond and proposal for the construction of Retaining Wall on Section 14, as directed by the Board at the meeting held November 27, 1895, (page 2956 of the Proceedings); and the report was read.

Mr. Kelly, seconded by Mr. Mallette, moved that the report, with accompanying advertisement, specifications, etc., be ordered printed and referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously, and the report, with accompanying advertisement, specifications, etc., was ordered printed and so referred.

The following is

THE REPORT, WITH ACCOMPANYING ADVERTISEMENT, SPECIFICATIONS, ETC.:

“CHICAGO, February 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith advertisement and specifications for Retaining Wall on Section 14, as directed by your order of November 27th last, (page 2956 of Proceedings).

Respectfully submitted,

(Signed)

ISHAM RANDOLPH,

Chief Engineer.”

(Accompanied by advertisement, specifications, etc.)

The following is

THE ADVERTISEMENT:

“SANITARY DISTRICT OF CHICAGO.

CONTRACTORS:

Sealed proposals addressed to the Board of Trustees of the Sanitary District of Chicago, and endorsed:

“Proposals for building Retaining Walls, Section 14 of the Main Drainage Channel” will be received by the Clerk of the said Sanitary District at Room H,

Rialto Building, Chicago, Ills., until 12 M. (standard time) of Wednesday, the ... day of, 1896, and will be publicly opened by the said Board of Trustees at the regular meeting held that day, or at a special meeting called for that purpose.

The work for which the said tenders are invited is the building of retaining walls in that portion of the Main Drainage Channel for the said Sanitary District, known as Contract Section fourteen (14), extending from Station 1420 to Station 1480, and consists in all of about 23,500 cubic yards of concrete retaining walls, including the preparation of foundations for them and the necessary back filling.

Each proposal to be accompanied by a certified check, or cash to the amount of \$2,000.

All certified checks to be drawn on some responsible bank doing business in the City of Chicago, and be made payable to the order of the "Clerk of the Sanitary District of Chicago." Said amount of \$2,000 to accompany each bid will be held by the Sanitary District until all of said proposals have been canvassed and contracts awarded and signed, the return of said check or cash to the bidder to whom said work shall have been awarded being conditioned upon his appearing within ten days after notice of such award being given, with bondsmen, and executing a contract with the Sanitary District for said work so awarded, and giving a bond satisfactory to the Board of Trustees for the fulfillment of the same in the amount of \$20,000.

All proposals must be made upon the blank forms furnished by the Sanitary District, and must give the price for each separate item of work.

The bids will be compared on the basis of the Engineer's approximate estimate of quantities, which will be furnished with copies of the specifications.

No proposal will be considered unless the party making it shall furnish evidence satisfactory to the Board of Trustees of his ability to do the work, and that he has the necessary pecuniary resources to fulfill the conditions of the contract, provided such contract shall be awarded him.

Bidders are required to state in their proposals their individual names and places of residence in full.

Specifications and plans may be seen

at the office of the Chief Engineer, Rialto Building, Chicago, Ill.

The said Board of Trustees reserves the right to reject the whole or part of any and all bids.

THE SANITARY DISTRICT OF CHICAGO.

By B. A. ECKHART,

President of the Board of Trustees.

Attest:

JAS. REDDICK,

Clerk.

CHICAGO, 1896."

The following are

THE SPECIFICATIONS :

"THE SANITARY DISTRICT OF CHICAGO.

Contract and specifications for building Retaining Walls in Section fourteen (14) of the Main Drainage Channel in the Valley of the Desplaines River, extending from Station 1420 to Station 1480.

This Agreement, Made and entered into this day of ... A. D. 1896, by and between the Sanitary District of Chicago, of the first part, and of in of the second part.

A—

Witnesseth, That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the second part, by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense, to do all the work, and to furnish all materials, tools, explosives, labor, and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to the complete construction of retaining walls in an entire removal of earth, rock, glacial drift and other material for the preparation of foundations from that portion of the said Main Drainage Channel, known and distinguished by the specifications herein contained, and the plans accompanying them, as Section fourteen (14), together with the back filling which, by the terms of

this contract, is included in the same. Said work, in so far as retaining walls are concerned, to be entirely completed and prepared ready for inspection as provided for in Section 27 of an Act of the Legislature of the State of Illinois, entitled, "An Act to create Sanitary Districts, and to remove obstructions in the Desplaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and such assistants, superintendents and inspectors as the Chief Engineer may appoint, by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all work shall be accepted or condemned. The said Chief Engineer and his assistants and inspectors shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit, and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties; and in like manner any matters indeterminate herein shall be governed by the decision of said Engineer.

C—

Whenever the words "Sanitary District" are used in this contract they shall be understood to mean the Sanitary District of Chicago, as represented by the Board of Trustees, or their duly authorized and accredited agents.

Whenever the word "Engineer" is used herein it shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties intrusted to them.

Whenever the word "Contractor" is used herein it shall be understood to mean the person or persons or copartnership or corporation entering into the contract as party of the second part.

The maps, plans and profiles hereto attached are made a part of this contract, but are subject to such modifications as are herein provided for.

SPECIFICATIONS.

1—*Section*.—This portion of the work is designated and known as Contract Section No. 14, and extends from the station on center line, designated as 1420 to the station designated 1480, a distance of 6,000 feet.

2—*Retaining Walls*.—The sides of the Channel are to be walled with concrete masonry as soon as practicable after the execution of this contract. The stone used in said concrete to be taken from the spoil banks on the section, to conform to the specifications, as follows:

If the bottom of the Channel is in earth or glacial drift, the retaining walls shall be founded upon a footing made in a trench dug not less than one foot below grade, and as much deeper as may be directed by the Chief Engineer, said footing course to project twelve inches beyond the face of the wall. If the bottom of the Channel is in rock, the retaining walls are to be founded upon the surface of the rock. Before beginning the construction of the wall, the surface of the rock is to be cleared of earth and foreign substances, and all loose and soft rock is to be removed for the full width of its base, that the wall may be founded on a clean, solid stratum. If this stratum of natural rock inclines towards the Main Channel, with such an inclination and in such manner as, in the opinion of the Chief Engineer, to render the footing of the wall liable to slip on the same, then the contractor shall excavate the top surface of the rock parallel with and beneath the proposed wall, in accordance with the directions of the Chief Engineer, so as to effectively remove all liability of slipping. The walls in all cases are to be built to a height of five feet above datum. The dimensions of the walls shall be as shown in plans Nos. 1 and 2, the height of wall and thickness at base being determined by the elevation of suitable foundations, provided that when any part of the wall is constructed below the general natural surface of the rock, the form and dimensions shall be as directed by the Engineer.

The tops and faces of the walls on different sides of the Channel are to be distant from the center of the Channel two (2) feet further than the lines bounding the bottom of it.

The concrete used in said walls shall consist of two (2) parts cement, seventy (70) pounds per cubic foot; of three (3) parts sand, and of eight (8) parts broken stone; and each cubic yard of said con-

crete shall contain six and two tenths (6.2) cubic feet of cement, nine and three-tenths (9.3) cubic feet of sand, and twenty-four and six-tenths (24.6) cubic feet of broken stone, or so much as in combination with the prescribed volumes of cement and sand shall make one cubic yard of monolithic concrete.

The stone shall be clean and sound, and no stone which will not pass through a two-inch ring shall be used.

The cement, sand and stone shall be mechanically mixed and thoroughly incorporated to the satisfaction of the Chief Engineer, and sufficient water to be added thereto to cause the mass to quake slightly under ramming.

The concrete shall be placed in the forms in layers of twelve (12) inches in thickness, and shall be compacted by ramming.

The entire wall up to an elevation of minus 9.00, Chicago datum, shall be built of the concrete hereinbefore specified. Above said elevation the body of the wall shall be built of the same concrete, but shall be faced and coped with three (3) inches of mortar, made of Portland cement, proportioned as follows: One part Portland cement, three parts sand.

All cement and sand shall conform to the specifications of the Sanitary District in quality and strength, and shall pass the inspection prescribed in the specifications therein set forth.

a. *Sand* used to be course, clean, sharp, free from loam and pebbles.

b. *Portland and Natural Cements*—The best Portland and natural cements shall be used, brand and quality to be subject to approval by the Chief Engineer, who shall, from time to time, cause such tests to be made as may seem to him proper for determining the quality of the cement which is to be used in the work. The development of tensile strength for Portland cement shall be four hundred (400) pounds per square inch, after having set seven (7) days, and for natural cement one hundred (100) pounds per square inch, after having set seven (7) days. All lumpy, dirty or damaged cement shall be rejected; also damaged and short weight packages. The contractors shall keep on hand a supply of cement equal to the average consumption in the work during a period of ten days, and it shall be protected against rain or dampness, and so stored as to make the procurement of samples for testing easy.

3—*Back Filling*—The space back of the walls at each side of the Channel shall be filled with material excavated from the foundations, or borrowed from adjacent spoil banks, in manner and form as follows:

All the space between the walls and the spoil bank shall be filled. The surface of the filling at the edge of the walls shall be at an elevation five (5) feet above datum, and shall slope away from the wall one foot vertically for each ten (10) feet for thirty (30) feet of horizontal distance, where the elevation shall be eight (8) feet above datum; thence the top of the filling shall be level until the face of the spoil bank is reached, unless otherwise ordered by the Engineer.

4—*Disposition of Material*.—The contractor, except as otherwise specified, is to dispose of all material to be excavated from the foundations, under the terms of this contract, at his own expense, and in the most convenient manner, in waste banks on the right of way.

5—*Quantity of Material*—Is given approximately as 23,500 cubic yards of concrete masonry; 8,400 cubic yards of foundation excavation, and 95,000 cubic yards of back filling. The contractor is to take all risk as to variations of the total quantity of material excavated, as well as of the wall built and back filling done.

6—*Explosives*—The contractor is to furnish all explosive compounds for blasting the material provided to be excavated under this contract; and, whereas, the storing, handling and use of so large an amount of explosive material requires the utmost care and discrimination, it is therefore understood and agreed that the said contractor shall arrange for the storage of all explosive materials at a distance not less than 600 feet from the work, or from any other magazine, or from any dwelling occupied for a habitation, and that not more than 5,000 pounds shall be kept in one place. It is further understood and agreed that said explosive material shall in no case be brought on to the work except when needed for the purpose of charging the blast holes, and then only in such quantity as is needed for the particular work in hand, and that none but skilled and careful men shall be employed in the handling or use of said explosives, and that no liquid explosive shall be used.

It is further understood and agreed, that the ground surrounding all maga-

zines shall be kept free of vegetable or combustible material for a radius of one hundred feet, and that their walls shall be made bullet proof to a height of one foot above the contained explosives, and that in no case shall they be made of brick or stone. It is also understood and agreed that such signals of danger as may be directed by the Chief Engineer shall be given or displayed before the firing of any blast, and that the said contractor shall conform his acts to and obey all rules and regulations relative to the handling of explosives and the firing of blasts, for the protection of life and property, which may be made by the Chief Engineer from time to time. And said contractor shall hold and keep said party of the first part harmless from any loss or damages or liability whatsoever which it may suffer or incur, directly or indirectly, through the handling of explosives, or through the negligence of the contractor or any one under him.

7—*Extra Work*—All claims for extra labor or material furnished by the contractor, or for damages from any cause whatever, must be reported to the Chief Engineer at the time such labor or material are furnished or such damages occur, and they must also be presented to him in writing at the end of the month; provided, that nothing shall be paid for as extra work that can be classified under any of the heads upon which price is fixed by this contract.

Whenever work is required to be done which is not now contemplated or covered by the prices hereinafter given, the Chief Engineer shall fix such prices for the work as he shall consider just and equitable, and the contractor shall abide by such prices; provided, he enters upon such work with full knowledge of the prices so fixed by the Chief Engineer, but if the contractor declines executing said work at the prices fixed by the Chief Engineer, then the Sanitary District may enter into contract with any person or persons for its execution, the same as if this contract had never existed; and if extra work, or work not provided for in this contract, is performed by the contractor, before prices have been fixed for such work, then the Chief Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the said contractor shall accept of said prices in full satisfaction of all demands against the Sanitary District for said extra work; provided, that if the extra work done under this contract is of such a nature, being distinct from other work

being done by said contractor, that the actual cost of the same can be determined, then the said contractor shall receive, and the Sanitary District shall pay, in full satisfaction for the same, the actual cost of the work with ten per cent added. Provided, further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract.

8—*Responsibility of Contractor*—All the work provided for in this contract is to be done in a skillful and workmanlike manner, under the direction and supervision of the Chief Engineer and his properly authorized agents. The contractor is to be guided by the lines, stakes, marks, and grades given by them, and is to carefully preserve the same, as far as possible, during the progress of the work, and is to furnish all needed facilities, without charge therefor, to enable the Chief Engineer to properly give lines and grades, and to measure the work from time to time.

All work will be subject to inspection by the said Chief Engineer and his said agents, and if not in accordance with the requirements of this contract, it is to be made good by the contractor.

The contractor will be responsible for the entire work until completed and accepted by the Sanitary District. The contractor will be required to give his personal attention to the fulfillment of this contract and to the execution of the work. He is to keep the same under his control, and will not be allowed to assign or sub-let all or any part of it, it being distinctly understood and agreed that the assigning or sub-letting of the work covered by this contract, or any part thereof, shall work a forfeiture of the contract, at the option of the Sanitary District.

The contractor will not be allowed to assign, by power of attorney or otherwise, any portion of the moneys that may become due through the workings of this contract. In case there is a substantial failure on the part of the contractor to comply with the provisions of this contract as to progress and character of the work, or to comply with the provisions of this contract in regard to giving bonds for the performance hereof, the party of the first part may declare this contract forfeited; and in such case the reserve of 12½ per cent, herein provided for, and any other retained percentage, shall be forever retained by the said party of the first part, as liquidated damages for such failure of second party to so prosecute or complete said work.

9—*Change in Plan*—In addition to the reservations hereinbefore made, the Sanitary District reserves the right to make alterations in the line, grade, plan, dimensions or material of the work herein provided for, either before or after the beginning of construction; provided, that if the alterations are made the general character of the work as a whole is not thereby changed. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of work actually done, and at prices and rates established for such work under this contract. Notice of any change of plan must be given the contractor in writing. And it is expressly agreed that no alteration or additions, or extra work are to be paid for unless directed in writing.

10—*Tools*—The contractor is to furnish all the tools of every kind and description, including pumps, cars and tracks necessary to the full and complete carrying out of this contract, and on completion of the work, is to remove all tools, buildings and material of all kinds from the right of way of the Sanitary District.

11—*Precautions*—Whatever precautions may be necessary to render any portion of the work more secure in any respect, or to decrease the liability of accident from any cause, or to avoid contingencies which are liable to delay the completion of the work, or which, in the judgment of the Chief Engineer, shall be necessary, shall be taken by the contractor.

12—*Workmen*—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Chief Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where skill is required.

And, further, the contractor shall provide and employ, upon the order of the Chief Engineer, men, teams, tools and machinery suited to the work, in such number and quantity as may, in the judgment of the said Chief Engineer, be necessary for carrying on and completing the works in conformity with the time limit stated by this contract. And, further, it is understood and agreed that the Chief Engineer may order the prosecution of any particular portion of this

work which in his judgment needs special expedition, and it shall be so done as directed by him.

13—*Patents*—It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in any wise come against said first party, or which may result, on account of any infringement of any patent by means of the use of any materials, machinery, device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by Sanitary District.

14—*Damages*—If any damage shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands or to any property adjoining, or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, for which the contractor herein is legally liable, the Engineer shall have the right to estimate the amount of said damage, and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damage shall be deducted from the money due said contractor under this contract. And in the event of any claim or suit, or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money in the same manner and upon the same conditions as hereinafter in the next following clause of this contract provided.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person growing out of any act or doing of himself or his employe, that is in the nature of a legal liability; and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any injuries or damages received or sustained by any person or persons by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any failure or negligence in guarding or protecting the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary

District, may be retained by the said Sanitary District until such suits or claims for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

15—*Sanitary District Law*—The said contractor hereby agrees to carry on all the work provided for in this contract, in strict conformity to the requirements of the law under which the Sanitary District of Chicago is organized, entitled "An act to create Sanitary Districts and to remove obstructions in the Des-plaines and Illinois Rivers;" approved May 29, 1889, in force July 1, 1889, which provides in Section 11, among other things, that "No person shall be employed on said work unless he be a citizen of the United States, or has in good faith declared his intentions to become such citizen. In all cases where an alien, after making his declaration of intention to become a citizen of the United States, shall, for the space of three months after he could lawfully do so, fail to take out his final papers and complete his citizenship, such failure shall be prima facie evidence that his declaration of intention was not made in good faith; and that eight hours shall constitute a day's work."

16—*Time*—The contractor agrees to begin work within fifteen days after the execution of this contract. He agrees to carry it on at such points and in such order of procedure as the Chief Engineer may direct.

All the work provided to be done under this contract shall be completed and ready for inspection on or before the 30th day of October of the year 1896.

The work done each month shall not be less than such proportion of the whole work as one month bears to the total number of months agreed upon for the completion of said work; provided, that the time from the date of this contract to June 1, 1896, shall be considered as one month, and the last two months before date of completion as one month; and, provided further, that this rate shall not be required if at any time the aggregate work done exceeds the total proportion due to the time that has passed since May 1, 1896, and always provided that the Sanitary District shall not be obligated to make payment in excess of the above monthly proportion; and said May 1, 1896, is hereby fixed as the date from which all progress estimates shall be made.

It is also agreed that the monthly progress herein specified shall be estimated upon the basis of cost, that is to say, such an amount of work shall be done each month as shall earn for the contractor a sum equal to the quotient of the aggregate approximate cost of the different kinds of work herein provided for, at the prices herein specified, divided by seven, the number of months within which all said work is to be executed.

17—*Price*—In consideration of the said work being carried on and completed in time and manner as specified, the said party of the first part agrees to pay to the said party of the second part, and the said party of the second part agrees to receive and accept as full compensation therefor, including the furnishing by him of all necessary materials, tools, labor, machinery and appliances:

For each cubic yard of foundation excavation the sum of.....Dollars (\$.....).

For each cubic yard of back filling the sum of.....Dollars (\$.....).

For each cubic yard of concrete retaining wall the sum of.....Dollars (\$.....).

18—*Time and Manner of Payment*—It is agreed by the party of the first part that on or before the 10th and 25th days of each month, during the progress of the work, and subject to the provisions hereinbefore specified, under the head of "Time," payment will be made to the said party of the second part to the amount of 87½ per cent of the contract price of the approximate amount of work done during the previous half month, upon written certificates from the Chief Engineer that such approximate amount of work has been done during that period, 12½ per cent being reserved until the completion and acceptance of the whole work; provided, the work has been done in all particulars in conformity with this contract and to the satisfaction of the Chief Engineer.

19—*Certificate*—On all the work provided for in this contract being completed, in accordance with the contract, and to the full satisfaction of the Chief Engineer, and on its being inspected by him, and a certificate made by him setting forth the amount of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to the said

second party by the said certificate of the said Chief Engineer, including the 12½ per cent reserve.

20—*Failure to Complete*.—It is further agreed by the said party of the second part that if the work to be done under this contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause, excepting acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or, if at any time the Chief Engineer shall be of the opinion, and shall so certify in writing to the said party of the first part, that said work, or any part thereof, is unnecessarily and unreasonably delayed, or that the contractor is wilfully and persistently violating any of the conditions or covenants of this contract, or is not executing said contract in good faith, the said party of the first part shall have the power to notify said contractor to discontinue all work, or any part thereof, as may be designated by said party of the first part, and the said party of the first part shall thereupon have the power either to complete said work by contract or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Chief Engineer may deem necessary to complete the work herein described, or any part thereof. And in so doing said Chief Engineer may use such tools, implements and materials as may be found upon the line of said work.

The cost of doing such work shall be charged to the said contractor, and any moneys that may then be due, or may at any time thereafter become due to said contractor, under and by virtue of this contract, shall be applied by first party to the payment of such cost, so far as same shall suffice therefor, and the remainder of the cost of so completing said work, if any, shall be paid by said contractor to first party on demand.

21—*Payment of Laborers*.—Said contractor shall pay the laborers employed by him promptly at regular intervals, and at least twice each month, and shall not pay said laborers in scrip, checks or other evidences of indebtedness, nor in any manner other than with lawful currency of the United States, and if at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed and in manner aforesaid, or for materials, tools, explosives, machinery, appliances, fuel, provisions or supplies of any sort or kind used or

consumed in, upon or on account of the work covered by this contract, the party of the first part shall have power to pay for such labor or materials, explosives, machinery, appliances, fuel, provisions or supplies of whatever sort or kind, out of any moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case, the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain by its Engineer the amounts due or owing from the said contractor to any laborer or laborers, or to any person or persons for materials, tools, explosives, machinery, apparatus, fuel, provisions or supplies of any sort or kind, or consumed upon, in or on account of the work covered by this contract, in such manner and upon such proof as the said Engineer may deem sufficient, and without giving any notice of such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, or to said persons furnishing, as aforesaid, shall be final and conclusive evidence as against said contractor, and may thereafter be paid over by said first party to such laborer or laborers, or to such persons furnishing, as aforesaid.

22—*Contractor's Bond*.—The contractor shall furnish a bond in the sum of twenty thousand (\$20,000) dollars, with good and sufficient sureties, the same to be satisfactory to the Board of Trustees of said Sanitary District, conditioned on the faithful performance of all the terms and conditions of this contract, and should the sureties on said bond at any time fail financially, or be, in the opinion of said Board of Trustees, insufficient security for the penalty of said bond then, in that case, they may, on giving ten days' notice thereof in writing, require said contractor to furnish a new or additional bond in the place of the bond so having become insufficient or worthless.

23—*Final Payment*.—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with, and the said Chief Engineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty

(30) days after such completion and delivery of such certificate, pay and it hereby binds itself to pay the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided, that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement or otherwise improperly given.

24—*Health Regulations*—Said party of the second part agrees to introduce among.....employes such regulations in regard to cleanliness, the care of dwellings and premises and the disposition of garbage and offal, as shall conduce to their health and tend to prevent the inception and spread of contagious and infectious diseases among them, to make provisions for an ample supply of suitable drinking water, and to take such means as shall effectually prevent the creation of a nuisance on any part of the right of way of said Sanitary District or adjacent thereto, and as may be directed by the Marshal of said Sanitary District.

In Witness Whereof, on the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President, and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has hereunto set.....hand and seal..

THE SANITARY DISTRICT OF CHICAGO,

By.....

President.

Attest :

Clerk.

(SEAL.)

.....[SEAL]
.....[SEAL]
.....[SEAL]
.....[SEAL]

The following is

THE CONTRACTOR'S BOND:

"Know all Men by these Presents, That we.....
.....

of.....
are held and firmly bound unto the Sanitary District of Chicago, in the penal sum of.....dollars,
lawful money of the United States, for the payment of which sum of money well and truly to be made, we bind ourselves, our heirs, executors and administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated thisday of.....A. D. 189..

The condition of the above obligation is such, That whereas the above bounden

.....ha.... entered into a certain contract with the Sanitary District of Chicago, bearing date the.....day of.....
A. D. 189...., for excavating for foundations for retaining wall, building concrete retaining wall and placing the back filling on Section Fourteen (14) of the Main Drainage Channel of the Sanitary District of Chicago, in Will County, Illinois, as set forth in said contract.....

Now, if the said.....

.....shall in all respects well and truly keep and perform the said contract on.....
part, in accordance with the terms thereof, and the plans and specifications therein contained and referred to, and in the time and manner therein prescribed, and further shall indemnify, keep and save harmless the Sanitary District of Chicago against all liabilities, judgments, costs, damages and expenses which may in any wise come against said Sanitary District, in consequence of the granting of such contract, or which may in any wise result from the carelessness or neglect of said.....

.....agents, employes or workmen, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, device or apparatus used in the performance of said contract, and, moreover, shall pay to said Sanitary District any sum or sums of money determined by the Chief Engineer to be due said Sanitary District, by reason of any failure or neglect in the performance of the requirements of said contract

or by reason of any other cause arising out of such contract, and shall pay all claims and demands whatsoever which may accrue to each and every person who shall be employed by.....
in or about the performance of said contract, then this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered against said Sanitary District of Chicago, as aforesaid, in any suit for damages occasioned by the carelessness or neglect of said.....
.....or.....agents, employes or workmen in the premises, or for any liability secured for this obligation when notice of the pendency of such suit shall have been given said.....
.....shall be conclusive against each and all parties to this obligation, as to amount liability and all other things pertaining thereto.
.....[SEAL.]
.....[SEAL.]
.....[SEAL.]
Approved.....189..
.....Clerk."

The following is
THE FORM OF PROPOSAL :
"To the Board of Trustees of the Sanitary District of Chicago :

GENTLEMEN—The undersigned hereby certif. . . . that . . . ha . . . examined the plans on file in the office of the Chief Engineer of the Sanitary District of Chicago, and the annexed specifications and form of contract for the excavation of foundations for retaining wall, building retaining wall and placing of back filling on Section fourteen (14) of the Main Drainage Channel of said Sanitary District as herein described, and propose . . . to do all the work and to furnish all material, tools, explosives, labor and all appliances and appurtenances necessary to the full completion of the same, at the rates and prices for the said work, as follows, to-wit :
Contractor is to furnish and operate all appliances for doing the work, and to dis-

pose of all material in spoil banks, as shown on the plans.

Section No. 14.	Cents.
Foundation Excavation, per cu. yd.	
Back Filling, per cu. yd.	
Retaining Wall, per cu. yd.	

The above Proposals are based upon the conditions and stipulations made in the advertisement inviting proposals for said work, and in accordance with the contract, specifications and plans for the same on file in the office of the Chief Engineer of the said Sanitary District, and should the said Board of Trustees award said work to the undersigned then.....agree....to enter into contract for the same and to do the work as specified.

In accordance with the requirements of said advertisement, there is deposited herewith the sum of.....dollars, which under the terms of the advertisement, entitle.....to bid on said work, the same to be refunded to.....upon the faithful performance of all of the conditions stipulated in the said advertisement for proposals.

It is further agreed that should the within proposal for excavating for foundations of retaining wall, building retaining wall and placing back filling of said Section 14 of said Main Drainage Channel be awarded to.....and.....should fail or neglect to enter into contract with the said Sanitary District in the time and in the manner required by the said advertisement for proposals, and to furnish bonds as therein required to the satisfaction of the said Board of Trustees, then the said sum of.....dollars deposited herewith, shall become forfeited to the Sanitary District as liquidated damages.
Name.....
Address.....
Name.....
Address.....
Name.....
Address.....
Name.....
Address.....
NOTE—Companies or firms bidding must give

the individual names and addresses of the persons comprising such firms.

Received from the Sanitary District of Chicago the sum deposited with the above proposal, the same being.....
.....dollars.

CHICAGO,.....189..."

Approximate Quantities on Section No. 14 Upon Which Bids Are Asked.

<i>Designation.</i>	<i>Cu. Yds.</i>
Foundation Excavation.....	8,400
Back Filling.....	95,000
Retaining Wall.....	23,500

REQUISITION FOR TWO ADDITIONAL EMPLOYEES FOR ENGINEERING DEPARTMENT.

The Clerk presented a report from the Chief Engineer, making requisition for two (2) employes for the Engineering Department, in addition to authority granted at the meeting held January 29, 1896 (page 3133 of the Proceedings), as set forth in the report; and the report was read.

Mr. Mallette, seconded by Mr. Braden, moved that the report be ordered printed and placed on file, and the authority requested therein granted.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report ordered printed and placed on file, and the authority requested therein granted.

The following is

THE REPORT:

“CHICAGO, February 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In reporting on the force necessary for the work of this department I asked for 13 chainmen. Upon assigning the force granted to the several subdivisions of the work, Assistant

Engineer Alexander called my attention to the requirements of his work which, upon his satisfactory explanation, shows the need of two more chainmen than I had allotted to him. I therefore ask that the number allowed in this grade be increased two men, making the full complement 15.

Respectfully submitted,

(Signed)

ISHAM RANDOLPH,

Chief Engineer.”

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of January, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, February 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I respectfully submit my report for January, 1896.

The following are the expenses of the Law Department for the month of January, 1896:

SALARIES.

Attorneys.....	\$ 2,733 33
Office force.....	510 00
	<hr/> \$3,243 33

GENERAL EXPENSES.

Court costs.	\$ 9 65
Right of way.....	550 00
Expense account..	517 25
Legal services.....	1,350 00
Printing and stationery	10 00
	<hr/> \$2,436 90

LAND ACCOUNT.

Right of way (for which deeds have passed).....	\$4,000 00
Total.....	<hr/> \$9,680 23

The various matters which have been under consideration and passed upon by this department, and the several matters coming under its notice may be summarized as follows:

The Supreme Court of Illinois has handed down an opinion affirming the judgment of

the court below, in the condemnation proceedings affecting what are known as the Loughran lands, in Will County.

The Supreme Court, while sustaining the contention of Messrs. Haley & O'Donnell, attorneys of the District for Will County, regarding the erroneous admission of evidence, held that the error complained of was not injurious to the District. Proceedings have been instituted for a rehearing, in which an effort will be made to satisfy the court that the error in question was injurious.

Deeds have been received and filed of record from the Union Stock Yard and Transit Company of lands heretofore purchased of them.

Consideration of Santa Fe and other railroad, road and bridge crossings, and legal questions involved.

Consideration and preparation of brief and opinion on the power of the District to pay claims in the Heidenreich matters.

Consideration of various claims for damages by floods and overflows, and claims for labor and materials furnished contractors.

Final preparation of contract for controlling works at Lockport, and ratification of same.

Allen trespass case, and prevention of trespassing on Allen lands, near Joliet preparation of evidence to be used in Wallbridge Island ejectment suit in Will County.

Preparation of bond ordinance (fifth issue).

Preparation of opinion regarding communication of Halvorson, Richards & Co., regarding payment and the cancellation of their bond.

Consideration of various other municipal and railroad questions not yet ripe for a report.

Routine work generally.

The coming month will be occupied in work upon track crossing, moving of Santa Fe tracks, Chicago and Western Indiana bridge and right of way question, preparation for and hearing of various proceedings in the litigation of the District, and the usual routine work of the office.

Very respectfully,

(Signed)

C. S. DENEEN,

Attorney."

REPORT ON AMENDMENT TO RULE 38.

Under the head of "Unfinished Business," the report of the Committee on Rules, transmitting a substitute amendment to Rule 38 of the Rules of the Board of Trustees, presented, ordered printed and laid over at the meeting held February 5, 1896 (page 3143 of the Proceedings), was taken up, and with accompanying substitute amendment, was again read.

Mr. Jones, seconded by Mr. Smyth, moved that the report be adopted, ordered printed and placed on file, the recommendation made therein concurred in, and the accompanying substitute amendment adopted.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, the recommendation made therein concurred in, and the accompanying substitute amendment adopted.

The following is

RULE 38, AS AMENDED:

"38. The Chief Engineer shall have entire charge of the work of the Engineering Department, and shall organize and administer the same so as to secure a full record of the nature and cost of all operations, and full responsibility of all employees. But no person shall be eligible to appointment or employment in the Engineering Department hereafter who is not a resident of the Sanitary District and a citizen of the State of Illinois, except by order of the Board and upon the recommendation of the President and Committee on Engineering."

REPORT ON BIDS FOR \$900,000 OF BONDS —FIFTH ISSUE.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, with reference to and accompanied by the bids for bonds presented and referred to that Committee at the meeting held February 10, 1896 (page 3148 of the Proceedings), recommending that the bid of the First National Bank of Chicago and the Illinois Trust and Savings Bank for the purchase of the entire issue of \$900,000 of 4½% currency bonds (being the fifth issue), be accepted, and that the check of the Royal Trust Company, deposited with their bid, be returned;

said report being accompanied by agreement, in duplicate, between the District and the First National Bank of Chicago and the Illinois Trust and Savings Bank, and further recommending that the President and Clerk be authorized and directed to execute said agreement on behalf of the District, as provided in the report; and the report and accompanying agreement were read.

Mr. Wenter, seconded by Mr. Jones, moved that the report be adopted, with accompanying agreement, ordered printed, and, with all enclosures, placed on file, the recommendations made in the report concurred in, the President and Clerk authorized and directed to execute said agreement on behalf of the District, as provided in the report; and the Clerk directed to have said bonds engraved and printed in the usual manner, under the direction of the Committee on Finance.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, with accompanying agreement, ordered printed, and, with all enclosures, placed on file, the recommendations made in the report concurred in, and the President and Clerk authorized and directed to execute said agreement on behalf of the District, as provided in the report; and the Clerk directed to have said bonds engraved and printed in the usual manner, under the direction of the Committee on Finance.

The following is

THE REPORT, WITH ACCOMPANYING
AGREEMENT:

“CHICAGO, February 13, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—The Committee on Finance, to whom your Honorable Body, at its meeting held February 10, 1896, referred the bids for the purchase of nine hundred thousand (\$900,000) dollars of the bonds of this District, being the fifth issue and being for four and one-half ($4\frac{1}{2}$) per cent currency bonds have carefully considered the same and now recommend that the joint bid of the First National Bank of Chicago and the Illinois Trust and Savings Bank, for four and one-half ($4\frac{1}{2}$) per cent cur-

rency bonds at one hundred, and six thousand three hundred and forty-five ten-thousandths, (100.6345) or a premium of five thousand seven hundred and ten, and fifty one-hundredths dollars (\$5,710.50), being the highest unconditional bid for the whole issue of said bonds as currency bonds and in other respects most favorable to the District, be accepted, and that the President and Clerk be authorized and instructed to execute on behalf of the District with the said First National Bank of Chicago and Illinois Trust and Savings Bank, the contract transmitted herewith for the delivery of said bonds.

The Committee congratulate the Board on the high character of the bidders and the fact that every thing considered, the price obtained for the bonds is the highest and best price received for any of the issues, which indicates that the credit of the District has continued to advance and has acquired a good standing in the financial world.

Your Committee further recommend that the Clerk be instructed to return to the Royal Trust Company the check transmitted by it with its bid. The bids are herewith returned for filing.

Respectfully submitted,

(Signed)

FRANK WENTER,

Chairman.

J. P. MALLETTE,

Z. R. CARTER,

Committee on Finance.”

(Accompanied by agreement in duplicate and two (2) bids.)

(THE AGREEMENT:)

“*This Agreement, Made and entered into this thirteenth day of February, A. D. 1896, by and between the Sanitary District of Chicago, a corporation, party of the first part, and the First National Bank of Chicago and the Illinois Trust and Savings Bank, of the second part.*

Witnesseth, That said party of the first part does hereby covenant, contract and agree, for the consideration hereinafter set forth, to issue and deliver to said party of the second part, at the office of the Treasurer of first party, in Chicago, Illinois, nine hundred thousand (\$900,000) dollars' worth of interest bearing coupon bonds; said

bonds to be of the denomination of one thousand (\$1,000) dollars each; all of said bonds to bear date the first day of February, A. D. 1896, and to bear interest at four and one-half ($4\frac{1}{2}$) per cent per annum, from date thereof, payable semi-annually; said bonds to be payable at the time, in the sums and upon the terms and conditions set forth in an ordinance passed by the Board of Trustees of said Sanitary District, on January 22, 1896.

In consideration of the issue and delivery of said bonds, as above set forth, said party of the second part hereby covenants, contracts and agrees to pay and give for said bonds par, a premium of five thousand, seven hundred and ten and fifty one-hundredths (\$5,710.50) dollars, and all interest accrued on said bonds to the date of delivery; and they further agree to receive and pay for said bonds at the above rate on the following dates, and in the following amounts, to-wit:

Three hundred thousand (\$300,000) dollars and accrued interest together with the total premium of five thousand, seven hundred and ten and fifty one-hundredths (\$5,710.50) dollars on or about February 15, 1896.

One hundred thousand (\$100,000) dollars and accrued interest on or about March 15, 1896.

One hundred thousand (\$100,000) dollars and accrued interest on or about April 15, 1896.

Two hundred thousand (\$200,000) dollars and accrued interest on or about May 15, 1896.

Two hundred thousand (\$200,000) dollars and accrued interest on or about June 15, 1896.

The party of the first part agrees to have said bonds ready for delivery in said respective amounts not later than the dates aforesaid.

It is understood by and between the parties hereto that said party of the second part may, at its option, call for and have delivered to it, at the time of either delivery of bonds hereunder, bonds of any maturities.

It is further agreed by the parties hereto that the twenty-seven thousand (\$27,000) dollars certified check, which has been deposited with the Clerk of the party of the

first part by said party of the second part shall be held by said Clerk until the first delivery of bonds hereunder.

And that then there shall be refunded to second party one-third ($\frac{1}{3}$) the amount of said check.

And on the delivery to second party of the second installment of bonds there shall be delivered to second party one-ninth ($\frac{1}{9}$) of the amount of said check.

And on the delivery to second party of the third installment of bonds there shall be delivered to second party one-ninth ($\frac{1}{9}$) of the amount of said check.

And on the delivery to second party of the fourth installment of bonds there shall be delivered to second party two-ninths ($\frac{2}{9}$) of the amount of said check.

And on the delivery to second party of the fifth installment of bonds there shall be delivered to second party the remaining two-ninths ($\frac{2}{9}$) of the amount of said check.

It is further covenanted and agreed by said party of the first part that the bonds herein mentioned shall be legally and regularly issued by it. This contract is executed in duplicate.

In witness whereof, On the day and year first above written, the parties hereto have caused these presents to be signed by their respective officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed and attested."

COMMITTEE ON JUDICIARY AUTHORIZED
TO LEASE CERTAIN PREMISES IN
TOWNSHIP OF LOCKPORT.

Mr. Mallette presented an order, referring the subject of leasing certain premises in the Township of Lockport, Will County, Illinois, as provided in the order, to the Committee on Judiciary, with power to act; and the order was read.

Mr. Mallette, seconded by Mr. Smyth, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the order adopted.

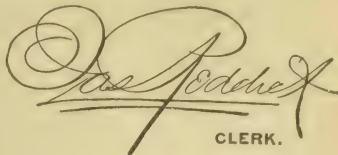
The following is

THE ORDER :

“Ordered, That the subject of leasing certain premises belonging to the District known as the five acres, more or less, located west of the river in Section 27, Township of Lockport, Will County, Illinois, and known as Tract 57, be and the same hereby is referred to the Committee on Judiciary with power to act.”

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Braden, the Board then adjourned.



CLERK.

February 13,]

—3217

[1886.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

FEBRUARY 19, 1896,

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and third regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, February 19, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8) members, were present.

VOUCHERS.

The Clerk presented the following voucher:

ENGINEERING DEPARTMENT.

**Construction Account—*

Angus & Gindele (Section E,
Feb. 1, 1895).....*\$1,063 12

**Paid by warrant, with interest coupon attached, drawn against the tax levy of 1895.*

Mr. Mallette, seconded by Mr. Boldenweck, moved that the voucher, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart,

Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the voucher, as read and shown above, approved and ordered paid.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending February 15, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending February 15, 1896, as the same have been reported to me:

Engineering department.....	88
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	39
Towpath force.....	2
Telephone operator.....	1

Total employes..... 142

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of December, 1895.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, Jan. 27, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the reports of the Divisions of Construction and Drafting and Designing, showing the

detailed operations of the Engineering Department for the month of December, 1895; also a classified statement of expenses to Jan. 1st, 1896.

The expenses for the month of December were as follows:

Salaries.....	\$ 12,998 20
Supplies, etc.....	19,047 61
Regular construction estimates.....	222,461 78
Extra construction estimates.....	6,119 13
Total.....	<u>\$ 260,626 72</u>

I estimate the expenses of this Department for the month of January will be \$150,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, Jan. 23, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—I herewith submit my report of the work of construction for the month of December, 1895, together with the usual tabulated statements showing the condition of the work at the close of the year. The weather has continued remarkably fine throughout the whole season, and the excellent record of the preceding year was largely exceeded. In fact, since the commencement of the work, all toward conditions seem to have united in the interest of the contractors, which has to a great extent contributed to their remarkable progress. Owing to variable and inclement weather incident to the winter months, these are not considered as a part of the working season, excepting in the excavation of the rock sections, most of which are practically completed. Out of a total of about forty million cubic yards of material, a little more than thirty-one million yards have been excavated, leaving a balance of about nine million cubic yards; and as the greater part of this material is glacial drift, the excavation of which is difficult and expensive at this season, but little progress may be expected therein until spring opens.

The heaviest rainfall of the season, and in fact since the opening of the work, occurred during the last half of December, which compelled an entire suspension of work for several days. Although the River Diversion Levee withstood this test quite well, considering the season in which some of it was built, a few places were discovered where the water found

its way through in limited quantities. This was doubtless due to an imperfect core, or the ravages of muskrats, that find their way into the levee, where it is not sufficiently protected with rip-rap. It is very important that provision be made for the strengthening of all weak places, and also for repairs and maintenance, in case of emergency requiring prompt action.

In the following report upon the status of the several sections, for the purpose of comparison, I give a summary of the quantities excavated annually—the last year being detailed monthly.

Section "O"—The conditions on this section are practically the same as heretofore reported, and but little progress can be made thereon until the arrangements recently made with the several railroad companies can be carried out, when the section will be accessible for dredging operations. The operations during December were confined to the vicinity of Rockwell street, and the material excavated was used in street filling to the amount of 3,400 cubic yards.

The following is a summary of the excavation done at the end of the year (exclusive of the Collateral Channel):

	Cubic Yards
Total quantities.....	1,516,736
Amount excavated during 1894.....	518,821
Amount excavated during 1895—	
January.....	
February.....	
March.....	
April.....	
May.....	2,800
June.....	
July.....	2,700
August.....	24,800
September.....	10,200
October.....	28,000
November.....	39,100
December.....	3,400
Total for 1895.....	111,000
Total to Jan. 1, 1896...	629,821
Balance remaining..	886,915

Section "N"—The same conditions exist upon this section as are noted in reference to the preceding section. Nothing was done on the section during the month of December and work will not probably be resumed until spring.

The following is a summary of the excavation done at the end of the year:

	Cubic Yards
Total quantities.....	1,113,843
Amount excavated during 1894.....	71,300
Amount excavated during 1895—	
January.....	
February.....	
March.....	
April.....	
May.....	
June.....	5,100
July.....	14,400
August.....	
September.....	6,600
October.....	22,300
November.....	19,100
December.....	
Total for 1895.....	68,500
Total to Jan. 1, 1896...	139,800
Balance remaining..	974,043

Section "M"—This section was completed on the 4th of December, with the exception of the Santa Fe Railway crossing at Twenty-sixth street, for which no provision has yet been made.

The following is a summary of the excavation done at the end of the year:

	Cubic Yards
Total quantities.....	722,850
Amount excavated during 1894.....	343,800
Amount excavated during 1895—	
January.....	22,800
February.....	6,500
March.....	32,400
April.....	40,300
May.....	62,200
June.....	24,600
July.....	31,300
August.....	33,800
September.....	27,100
October.....	48,500
November.....	37,800
December.....	7,550
Total for 1895.....	374,850
Total to Jan. 1, 1896...	718,650
Balance remaining..	4,200

Section "L" was let to the same contractors as the preceding section, and the only work done thereon during December was finishing and trimming the slopes of the Main Channel and the surface ditches.

The following is a summary of the excavation done at the end of the year:

	<i>Cubic Yards</i>
Total quantities.....	1,101,881
Amount excavated during 1894.....	458,100
Amount excavated during 1895—	
January.....	48,900
February.....	15,800
March.....	53,900
April.....	64,500
May.....	52,500
June.....	103,400
July.....	75,800
August.....	86,800
September.....	73,600
October.....	50,391
November.....	7,259
December.....	3,000
Total for 1895.....	635,850
Total to Jan. 1, 1896...	1,093,950
Balance remaining..	7,931

Sections "K" and "I," both under the same contractors—Christie & Lowe—are practically finished, with the exception of the Belt Line Railroad crossing at the east end of Section "K," for which no right has yet been acquired:

The following is a summary of the excavation done at the end of the year:

	<i>Cubic Yards</i>
Section "K."	
Total quantities.....	1,155,953
Amount excavated during 1894.....	414,600
Amount excavated during 1895—	
January.....	21,400
February.....	
March.....	40,000
April.....	60,700
May.....	73,700
June.....	76,300
July.....	66,400
August.....	86,400
September.....	95,700
October.....	104,400
November.....	58,000
December.....	18,600
Total for 1895.....	701,600
Total to Jan. 1, 1896...	1,116,200
Balance remaining..	39,753

	<i>Cubic Yards</i>
Section "I."	
Total quantities.....	1,139,849
Amount excavated during 1894.....	680,400

Amount excavated during 1895—

January.....	44,900
February.....	
March.....	28,100
April.....	56,800
May.....	64,800
June.....	62,385
July.....	70,715
August.....	84,600
September.....	32,300
October.....	5,700
November.....	
December.....	1,300

Total for 1895.....	451,600
Total to Jan. 1, 1896...	1,132,000
Balance remaining..	7,849

Section "H" has made very creditable progress during the year, notwithstanding accidents, which disabled a part of its plant for about five months. The Mason & Hoover conveyor was idle during the month and will not probably resume operations before spring. The steel incline handled 26,983 cubic yards during the month of December, in 49 shifts—an average of 550 yards per shift.

The following summary shows the excavation done at the end of the year:

	<i>Cubic Yards</i>
Total quantities.....	1,077,098
Amount excavated during 1894.....	141,444
Amount excavated during 1895—	
January.....	4,874
February.....	1,300
March.....	6,990
April.....	15,292
May.....	9,128
June.....	36,523
July.....	67,740
August.....	78,842
September.....	73,887
October.....	79,188
November.....	58,706
December.....	26,983
Total for 1895.....	459,353
Total to Jan. 1, 1896...	600,797
Balance remaining..	476,301

Section "G," belonging to the same contractors as the preceding section, has also made good progress within the past year and is in good condition. The usual plant was employed during December, and it is credited with an estimate of 34,252 cubic yards.

The following is a summary of the excavation done at the end of the year:

	Cubic Yards
Total quantities.....	1,363,742
Amount excavated during 1894.....	527,906
Amount excavated during 1895—	
January.....	16,094
February.....	
March.....	9,900
April.....	31,400
May.....	48,499
June.....	60,655
July.....	53,321
August.....	54,701
September.....	44,163
October.....	44,141
November.....	40,259
December.....	34,252
Total for 1895.....	437,385
Total to Jan. 1, 1896...	965,291
Balance remaining..	398,451

Section "F" — The new contractors, Weir, McKechney & Co., were considerably delayed in getting their machinery installed, owing to the failure or inability of the manufacturers to furnish same as promptly as expected. This was followed by a series of mishaps to their truss conveyors that have greatly affected the output. Their plant is of the same character as that so successfully used on Sections "I" and "K" (designed and introduced by Christie & Lowe), and should be fully adequate for the requirements of the section. The last disaster that befell this section was on December 21st, when it was inundated during the high water of that period. Work was then suspended, and will not likely be resumed before spring.

The following is a summary of the excavation done at the end of the year:

	Cubic Yards
Total quantities.....	1,105,983
Amount excavated during 1893.....	246,543
Amount excavated during 1894.....	257,750
Amount excavated during 1895—	
January.....	
February.....	
March.....	
April.....	
May.....	10,500
June.....	23,200
July.....	22,500
August.....	29,500
September.....	45,800

October.....	34,500
November.....	30,100
December.....	4,800
Total for 1895.....	200,900
Total to Jan. 1, 1896...	705,198
Balance remaining..	400,790

Section "E"—The contractors on this section, Angus & Gindele, have met with misfortunes to about the same extent as those mentioned in the preceding section, having lost one large steam excavator by fire, shortly after its installation, and were unable to substitute other effective appliances in its stead before the unseasonable weather set in. They are now rearranging and increasing their plant to an extent that they estimate will more than double their former capacity and complete their work during the current year. During the month of December they operated two steam shovels, in connection with dump cars and locomotives, a total of 26½ shifts, excavating 15,100 cubic yards—an average of 570 yards per shift.

The following is a summary of the excavation done at the end of the year:

	Cubic Yards
Total quantities.....	1,894,463
Amount excavated during 1893.....	462,402
Amount excavated during 1894.....	55,980
Amount excavated during 1895—	
January.....	14,767
February.....	4,814
March.....	8,100
April.....	35,800
May.....	43,000
June.....	62,300
July.....	55,100
August.....	73,600
September.....	41,600
October.....	47,500
November.....	25,100
December.....	15,100
Total for 1895.....	426,781
Total to Jan. 1, 1896...	945,163
Balance remaining..	949,800

Section "D" made fair progress during the year, and is so far advanced that its early completion may be expected. Twenty-eight thousand four hundred cubic yards of material were moved in December by three steam shovels in seventy shifts—an average of 406 yards per shift. Work was then suspended for the winter.

The following is a summary of the excavation done during the year:

	<i>Cubic Yards</i>
Total quantities.....	2,014,168
Amount excavated during 1893.....	227,317
Amount excavated during 1894.....	890,555
Amount excavated during 1895—	
January.....	29,859
February.....	26,669
March.....	30,500
April.....	58,800
May.....	64,700
June.....	64,500
July.....	61,900
August.....	60,200
September.....	57,800
October.....	37,300
November.....	43,900
December.....	28,400
Total for 1895.....	564,528
Total to Jan. 1, 1896...	1,682,400
Balance remaining..	331,768

Section "C" has also made a fair showing for the past year, but inasmuch as there still remains about as much material in the section as was excavated last year, greater effort will be required to clean up and finish the work within the present season.

During the month of December three steam shovels were engaged 44 shifts excavating 19,300 cubic yards—an average of 439 yards per shift.

The following is a summary of the excavation done at the end of the year:

	<i>Cubic Yards</i>
Total quantities.....	1,887,381
Amount excavated during 1893.....	135,838
Amount excavated during 1894.....	657,159
Amount excavated during 1895—	
January.....	20,476
February.....	
March.....	15,200
April.....	65,200
May.....	70,500
June.....	93,000
July.....	66,700
August.....	49,700
September.....	66,900
October.....	54,300
November.....	39,400

December.....	19,300
Total for 1895.....	560,676
Total to Jan. 1, 1896...	1,353,663
Balance remaining..	533,718

Section "B"—For the first six months of the past year the work was restricted to the easterly half of this section. About May 1st the balance of the section was unwatered and dry excavation commenced thereon. The season's work has been highly satisfactory and the completion of the section may be assured during the present year. The output for December was 21,057 cubic yards, of which 1,000 yards was handled with manual labor and 20,000 with three steam shovels in 50 shifts—an average of about 400 yards per shift.

The following is a summary of the excavation done at the end of the year:

	<i>Cubic Yards</i>
Total quantities.....	1,576,828
Amount excavated during 1894.....	600,477
Amount excavated during 1895—	
January.....	28,707
February.....	17,785
March.....	17,720
April.....	61,920
May.....	80,134
June.....	81,515
July.....	56,854
August.....	55,792
September.....	62,423
October.....	45,178
November.....	41,252
December.....	21,057
Total for 1895.....	570,237
Total to Jan. 1, 1896...	1,170,714
Balance remaining..	406,114

Section "A"—This is much the largest as well as the wettest section on our work. It was finally redeemed from confluence with the Desplaines River after much difficult labor in the building of a levee which was not completed until early last year, and the section could not be unwatered and gotten ready for dry excavation until about June 1st. Fortunately, however, the contractors had been able in the meantime to excavate over 850,000 cubic yards by hydraulic dredging, taking off all the overlying mucky material adapted to that process, while the river levee was being built. Thus there have been but about seven months of the past year

during which dry excavation could be prosecuted, and while the results accomplished have not been satisfactory, there have been some mitigating circumstances for such a meager showing as is made. The spoil area is almost wholly confined to the northerly side of the Main Channel, and on the west half of the section it is not only limited, but is also quite marshy, and it was found very difficult to bring in and establish the necessary machinery and appliances upon such unstable material. To overcome these conditions has required more time than was anticipated, and has consumed the most of that part of the past working season in which they were engaged. To finish this section during the present season will require greater effort than is needed to complete any other unfinished section. The contractors seem to recognize this fact and are making preparations accordingly, with reasonable assurance of success.

The output for the month of December was 46,283 cubic yards, of which 41,200 yards were excavated by three steam shovels in 85 shifts—an average of 484 yards per shift; 3,800 yards by a slope excavator in 19 shifts—an average of 200 yards per shift, and the balance—1,283 yards—by teams and shovelers.

The following is a summary of the excavation done at the end of the year:

	—Cubic Yards—
Total quantities.....	2,580,696
Amount excavated during 1893 with hydraulic dredge.....	90,859
Amount excavated during 1894 with hydraulic dredge.....	768,463
Amount excavated during 1895—	
January.....	13,404
February.....	2,090
March.....	4,287
April.....	2,000
May.....	
June.....	27,466
July.....	21,700
August.....	36,028
September.....	22,880
October.....	49,476
November.....	41,611
December.....	46,283
Total for 1895.....	267,225
Total to Jan. 1, 1896...	1,126,547
Balance remaining..	1,454,149

Section 1—Owing to a combination of circumstances this section has not made

the progress that was expected during the past year. The principal cause for this seems to have been the introduction of a class of appliances that were not adapted to the character of the work in which it was intended to use them; this necessitated a change and the installation of a new plant, which consumed a good part of the working season. Upon a basis of value this is the farthest in arrears of any of the sections, but upon a quantity or yardage basis it is considerably in advance of the preceding section ("A"), and its completion during the present year is within range of proper effort.

All of the appliances provided for the work have been of superior quality, and the present available plant is very large and apparently adequate. The output for December was 18,900 cubic yards of glacial drift and 12,100 cubic yards of solid rock, a total of 31,000 cubic yards.

The following is a summary of the excavation done at the end of the year:

	—Cubic Yards—
Total quantities.....	1,819,315
Amount excavated during 1893.....	99,332
Amount excavated during 1894.....	323,834
Amount excavated during 1895—	
January.....	22,200
February.....	6,500
March.....	53,900
April.....	77,800
May.....	57,000
June.....	54,400
July.....	67,600
August.....	39,400
September.....	41,500
October.....	37,300
November.....	56,100
December.....	31,000
Total for 1895.....	544,700
Total to Jan. 1, 1896...	967,866
Balance remaining..	851,449

Sections 2 to 15, inclusive—These sections have all made such excellent progress during the past season, and the work thereon is either practically completed, or so far advanced, that it seems unnecessary to repeat here in detail that which is given in my former monthly reports; hence I give only a summary of the excavation done on each of the sections at the end of the year, and also the balance remaining to be done, by which it is apparent that all of this work will be easily finished within the present season.

Summary—Section 2.

	<i>—Cubic Yards—</i>
Total quantities	1,202,613
Amount excavated during 1892.....	16,000
Amount excavated during 1893.....	75,000
Amount excavated during 1894.....	517,769
Amount excavated during 1895—	
January.....	32,364
February.....	16,447
March.....	25,500
April.....	53,020
May.....	59,100
June.....	66,900
July.....	54,500
August.....	60,000
September.....	12,000
October.....	6,600
November.....	8,000
December.....	12,000
Total for 1895.....	406,431
Total to Jan. 1, 1896...	1,015,200
Balance remaining..	187,413

Summary—Section 3.

	<i>—Cubic Yards—</i>
Total quantities.....	1,181,982
Amount excavated during 1892.....	36,400
Amount excavated during 1893.....	58,110
Amount excavated during 1894.....	457,130
Amount excavated during 1895—	
January.....	34,257
February.....	36,013
March.....	43,500
April.....	61,100
May.....	70,300
June.....	67,600
July.....	57,100
August.....	58,000
September.....	47,600
October.....	42,600
November.....	36,000
December.....	21,200
Total for 1895.....	575,270
Total to Jan. 1, 1896...	1,126,910
Balance remaining..	55,072

Summary—Section 4.

	<i>—Cubic Yards—</i>
Total quantities.....	1,340,675
Amount excavated during 1892.....	31,500

Amount excavated during 1893.....	99,900
Amount excavated during 1894.....	547,970
Amount excavated during 1895—	
January.....	53,557
February.....	24,773
March.....	25,900
April.....	75,600
May.....	81,500
June.....	90,700
July.....	53,700
August.....	66,000
September.....	41,700
October.....	19,000
November.....	5,400
December.....	13,200
Total for 1895.....	551,030
Total to Jan. 1, 1896...	1,230,400
Balance remaining..	110,275

Summary—Section 5.

	<i>—Cubic Yards—</i>
Total quantities.....	1,329,854
Amount excavated during 1892.....	23,600
Amount excavated during 1893.....	195,100
Amount excavated during 1894.....	363,400
Amount excavated during 1895—	
January.....	23,600
February.....	17,300
March.....	22,700
April.....	50,000
May.....	54,000
June.....	70,400
July.....	50,900
August.....	52,000
September.....	26,800
October.....	36,800
November.....	18,800
December.....	14,300
Total for 1895.....	437,600
Total to Jan. 1, 1896...	1,019,700
Balance remaining..	310,154

Summary—Section 6.

	<i>—Cubic Yards—</i>
Total quantities.....	1,234,274
Amount excavated during 1892.....	18,200
Amount excavated during 1893.....	117,900
Amount excavated during 1894.....	447,900

Amount excavated during 1895—

January.....	38,000
February.....	21,600
March.....	36,700
April.....	43,800
May.....	39,700
June.....	47,800
July.....	48,300
August.....	53,200
September.....	25,200
October.....	30,200
November.....	29,900
December.....	28,800

Total for 1895..... 443,200

Total to Jan. 1, 1896... 1,027,200

Balance remaining.. 207,074

*Summary—Section 7.*Total quantities..... *Cubic Yards* 1,072,744

Amount excavated during 1892..... 18,200

Amount excavated during 1893..... 116,800

Amount excavated during 1894..... 398,000

Amount excavated during 1895—

January.....	22,900
February.....	19,100
March.....	31,000
April.....	42,700
May.....	47,400
June.....	48,200
July.....	43,200
August.....	41,900
September.....	42,400
October.....	39,700
November.....	24,100
December.....	19,200

Total for 1895..... 421,800

Total to Jan. 1, 1896... 954,800

Balance remaining.. 117,974

*Summary—Section 8.*Total quantities..... *Cubic Yards* 1,211,216

Amount excavated during 1892..... 8,970

Amount excavated during 1893..... 75,130

Amount excavated during 1894..... 579,500

Amount excavated during 1895—

January.....	41,400
February.....	34,000
March.....	44,200
April.....	47,700
May.....	33,600
June.....	46,800

July.....	44,900
August.....	35,900
September.....	28,100
October.....	35,900
November.....	31,000
December.....	24,700

Total for 1895..... 448,200

Total to Jan. 1, 1896... 1,111,800

Balance remaining.. 99,416

*Summary—Section 9.*Total quantities..... *Cubic Yards* 1,080,461

Amount excavated during 1892..... 10,400

Amount excavated during 1893..... 120,900

Amount excavated during 1894..... 508,800

Amount excavated during 1895—

January.....	53,300
February.....	43,300
March.....	46,700
April.....	51,600
May.....	46,400
June.....	51,000
July.....	50,800
August.....	45,800
September.....	29,600
October.....	21,291

Total for 1895..... 439,791

Total to Jan. 1, 1896... 1,079,891

Balance remaining.. 570

*Summary—Section 10.*Total quantities..... *Cubic Yards* 1,173,633

Amount excavated during 1892..... 19,080

Amount excavated during 1893..... 224,220

Amount excavated during 1894..... 634,100

Amount excavated during 1895—

January.....	36,700
February.....	27,300
March.....	33,600
April.....	43,200
May.....	40,600
June.....	35,400
July.....	37,500
August.....	33,000
September.....	8,234

Total for 1895..... 295,534

Total to Jan. 1, 1896... 1,172,934

Balance remaining.. 699

Summary—Section 11.

	<i>—Cubic Yards—</i>
Total quantities.....	1,033,732
Amount excavated during 1892.....	37,700
Amount excavated during 1893.....	269,700
Amount excavated during 1894.....	371,932
Amount excavated during 1895—	
January.....	20,300
February.....	16,000
March.....	18,800
April.....	26,200
May.....	33,300
June.....	37,300
July.....	41,000
August.....	46,200
September.....	41,900
October.....	39,400
November.....	27,050
December.....	2,800
Total for 1895.....	350,250
Total to Jan. 1, 1896...	1,029,582
Balance remaining..	4,150

Summary—Section 12.

	<i>—Cubic Yards—</i>
Total quantities.....	1,042,053
Amount excavated during 1892.....	37,653
Amount excavated during 1893.....	285,547
Amount excavated during 1894.....	326,700
Amount excavated during 1895—	
January.....	42,700
February.....	28,700
March.....	42,661
April.....	47,300
May.....	43,400
June.....	46,700
July.....	31,900
August.....	31,800
September.....	31,770
October.....	26,460
November.....	7,080
December.....	4,300
Total for 1895.....	384,771
Total to Jan. 1, 1896...	1,034,671
Balance remaining..	7,382

Summary—Section 13.

	<i>—Cubic Yards—</i>
Total quantities.....	1,067,486
Amount excavated during 1892.....	63,522

Amount excavated during 1893.....	346,100
Amount excavated during 1894.....	496,900
Amount excavated during 1895—	
January.....	17,400
February.....	11,600
March.....	22,700
April.....	29,400
May.....	27,800
June.....	24,900
July.....	6,900
August.....	3,500
September.....	5,500
October.....	2,800
November.....	2,500
December.....	2,300

Total for 1895.....	157,300
Total to Jan. 1, 1896...	1,063,822
Balance remaining..	3,664

Summary—Section 14.

	<i>—Cubic Yards—</i>
Total quantities.....	1,402,880
Amount excavated during 1892.....	35,800
Amount excavated during 1893.....	126,571
Amount excavated during 1894.....	477,129
Amount excavated during 1895—	
January.....	35,100
February.....	43,600
March.....	62,000
April.....	86,200
May.....	81,500
June.....	51,400
July.....	71,000
August.....	70,500
September.....	67,300
October.....	68,000
November.....	37,900
December.....	30,400
Total for 1895.....	704,900
Total to Jan. 1, 1896 ..	1,344,400
Balance remaining..	58,480

Summary—Section 15.

	<i>—Cubic Yards—</i>
Total quantities.....	675,700
Amount excavated during 1894.....	39,200
Amount excavated during 1895—	
January.....	6,700
February.....	7,400
March.....	11,600
April.....	27,400

May	36,300	
June.....	46,100	
July	44,200	
August	51,300	
September.....	52,300	
October.....	55,100	
November	34,400	
December	12,800	
<hr/>		
Total for 1895.....	385,600	
<hr/>		
Total to Jan. 1, 1896...	424,800	
<hr/>		
Balance remaining..	250,900	
<hr/>		

From the foregoing exhibit it will be observed that by the maintaining of former rates of progress the excavation on twenty four of the twenty-nine sec-

tions will be finished during the current year.

The five sections upon which greater effort must be put forth are Sections "A," "1," "E," "N" and "O," whose delinquency is in the respective order named. There is nothing to prevent a vigorous prosecution of the work on the three first named, and the contractors thereon seem prepared to do so, but on Sections "N" and "O" some time may be required to arrange for crossing the several railway lines; hence it is important that these matters be adjusted as early as possible.

Respectfully submitted,

(Signed)

U. W. WESTON,

Supt. of Construction.

TABLE OF AMOUNT OF WORK DONE (INCLUDING RIVER DIVER

SECTIONS.	CONTRACTORS.	MAIN CHANNEL.		RIVER DIVERSION.		RUBBLE MASONRY.
		<i>Glacial Drift.</i>	<i>Solid Rock.</i>	<i>Glacial Drift.</i>	<i>Solid Rock.</i>	
		Cubic Yds.	Cubic Yds.	Cubic Yds.	Cubic Yds.	Cu. Yds.
O	McMahon & Montgomery Co. et al.	726,921	.....	.....	.....	.....
N	Hayes Bros. et al.	139,800	.....	.....	.....	.....
M	The Heidenreich Co.	718,650	.....	.....	.....	.....
L	The Heidenreich Co.	1,093,950	.....	.....	.....	.....
K	Christie & Lowe.	1,116,200	.....	.....	.....	.....
I	Christie & Lowe.	1,182,000	.....	.....	.....	.....
H	Gahan & Byrne.	600,797	.....	.....	.....	.....
G	Gahan & Byrne.	965,291	.....	.....	.....	.....
F	Weir, McKechney & Co.	705,193	.....	158,234	.....	.....
E	Angus & Gindele.	945,163	.....	95,718	.....	.....
D	E. D. Smith & Co.	1,682,400	.....	.....	.....	.....
C	Western Dredging & Imp't. Co.	1,353,663	.....	162,537	.....	.....
B	Heldmaier & Neu.	1,170,714	.....	212,486	.....	.....
A	Heldmaier & Neu.	1,126,547	.....	128,425	.....	.....
1	Griffiths & McDermott.	859,666	108,200	5,876	.....	1,744
2	McArthur Bros.	708,900	306,300	29,516	.....	1,900
3	Gilman & Co.	411,910	715,000	.....	.....	12,000
4	McArthur Bros.	1,072,600	157,800	.....	.....	.....
5	The Qualey Construction Co.	851,300	164,400	.....	.....	27,010
6	Mason, Hoge & Co.	663,800	363,400	117,100	.....	28,500
7	Mason, Hoge & Co.	172,400	782,400	97,917	43,000	5,800
8	Mason, Hoge, King & Co.	49,600	1,062,200	57,902	96,900	2,700
9	Halvorson, Richards & Co.	76,691	1,003,200	40,741	16,894	.....
10	E. D. Smith & Co.	31,743	1,141,191	30,313	58,276	.....
11	Mason, Hoge & Co.	44,032	985,550	5,766	11,483	.....
12	Mason, Hoge & Co.	42,531	992,140	11,739	.....	9,169.44
13	Mason, Hoge & Co.	33,422	1,030,400	.....	.....	10,760
14	Smith & Eastman.	360,200	984,200	.....	.....	.....
15	Wright, Meysenburg, Sinclair & Carry	32,100	392,700	.....	.....	.....
Totals.....		18,888,184	10,193,081	1,154,260	226,553	99,583.44

Main Channel, glacial drift, including 97,100 cubic yards collateral
Main Channel, solid rock.....
River Diversion, glacial drift.....
River Diversion, solid rock.....
Rubble Masonry.....

Total amount required to be done January 1st, 1896.....
Total amount done January 1st, 1896.....

Total amount short as per contracts.....

Total value of work done under regular contracts, January 1st, 1896.....
Total value of collateral work done, January 1st, 1896.....

Total value of all construction work done, January 1st, 1896.....
Reserved, regular contracts..... { 12½ per cent.....
Current estimates, regular contracts..... { 10 per cent.....
Current estimates and reserved, collateral contracts.....

Total amount paid for construction work to January 1st, 1896.....

NOTE.—*Overhaul to Levee—Section I not included. ‡ is modified by

SION) AND CONDITION OF WORK ON CONTRACTS, DEC. 31ST, 1895.

Total value of work done to Jan. 1st, 1896, on each section.	Total value of work required to be done to Jan. 1st, 1896.	Amounts behind as per contracts.	Amounts ahead as per contracts.	Average monthly progress called for in contracts.	Average monthly progress necessary from July 1st, 1896, to time of completion.	Progress made during month of December, 1895.
\$ 151,585 31	\$ 287,320 00	\$ 135,734 69		\$ 14,366 00	\$ 22,841 19	\$ 714 00
32,154 00	213 486 60	181,332 60		10 674 33	23,861 19	
155 947 05	131 761 14		\$ 24,185 91	6,274 34	4 128 43	1,688 35
215 108 15	182,339 22		33,168 93	8 682 82	6 004 19	591 00
279,050 00	242,750 97		34,299 03	11,559 57	11 731 43	4,650 00
233,000 00	239 368 09		43,631 91	11,398 49	5 061 60	325 00
174,231 13	†259,946 86	†45,715 73		†10,076 46	†20,149 87	7,825 07
270,281 48	†317,873 48	†47,592 00		†12,320 68	†15,120 48	9,590 56
216,615 66	292,287 86	75,672 20		13,493 77	15 934 52	1,416 00
233,862 28	503 800 23	219 937 95		23 230 53	39 921 05	4,077 00
444 784 50	576,469 50	131,685 00		19,215 65	29 540 95	7,508 25
356,307 00	438,299 55	†81,992 55		†12,123 96	†18,175 85	4,535 50
373,464 00	436,565 88	†63,101 88		†12,076 03	†17,225 95	5,685 39
384,335 17	751,675 00	†367 339 83		†20,792 35	†17,131 40	14 174 17
443,120 06	878,309 92	†435,189 86		†37,076 72	†51,781 54	17,788 10
607,875 98	740,336 10	132,460 12		21,152 46	31,405 39	9,600 00
791,809 70	748,230 08		43,579 62	†28,171 58	†29,266 94	16,112 00
641,123 54	827,376 12	183,252 58		22,982 67	37 534 95	6,468 00
465,487 50	650,938 07	†185,450 57		†16,568 97	†34,121 79	8,105 50
569,352 00	619,455 86	†50,093 86		†24,827 19	†32,705 60	21,163 00
695,801 42	680,947 90		14,853 52	25,699 42	25,710 70	14,805 42
903,152 77	887,224 11		15,928 66	23,979 03	23 247 48	18,801 77
814,984 61	736,308 51		78,676 10	19,900 23	11 328 29	
975,087 60	879,869 25		95,218 35	23,780 25	6,364 03	
805,209 52	729,620 39		75,589 13	19,719 47	16,048 13	2,219 00
834,748 57	758,519 98		76,228 59	20,500 54	13 502 66	3,407 75
816,573 72	782,180 74		34,392 98	21,140 02	8 976 03	1,719 25
824,442 00	837,998 57	13,556 57		22,648 61	34 732 92	22,192 00
237,792 00	350,180 14	†112,388 14		†19,673 04	†28,872 72	7,552 00
\$14,047,696 72	\$15,981,440 12	†\$2,505,496 13	\$ 571,752 73	†\$534,104 21	†\$672,431 27	†\$212,669 08

channel.....	Cubic Yards.
.....	18,888,184
.....	10,193,081
.....	1,154,260
.....	226,553
.....	99,533.44
.....	†\$15,981,440 12
.....	14,047,696 72
.....	\$ 1,933,743 40
.....
.....	*\$14,047,696 72
.....	†671,946 60
.....
.....	\$14,719,643 32
.....	\$1,748,893 27
.....	27,802 74
.....	103,524 37
.....	6,181 03
.....	1,886,401 41
.....	\$12,833,241 91

extension of time of completion. †Overhaul to Levee—Section 1 included.

STATEMENT SHOWING AMOUNT OF WORK DONE DURING THE MONTH
OF DECEMBER, 1895—(MAIN CHANNEL).

SECTIONS.	Amount Done During December.	Average Monthly Requirement.	Deficiency Under Monthly Requirement.	Excess Over Monthly Requirement.	Per Cent. of Monthly Requirement.
O.....	\$ 714 00	\$ 13,271 42	\$ 12,557 42	.....	5.
N.....	.....	10 674 33	10,674 33	.....	.....
M.....	1,638 35	6 274 34	*4,635 99	.....	26.
L.....	591 00	8 682 82	*8,091 82	.....	7.
K.....	4,650 00	11,559 57	*6,909 57	.....	40.
I.....	325 00	11 398 49	*11,073 49	.....	3.
H.....	7,825 07	+10,075 46	2,250 39	.....	78.
G.....	9,590 56	+12,320 68	2 730 12	.....	78.
F.....	1 416 00	13 493 77	12,077 77	.....	11.
E.....	4,077 00	23 230 53	19 153 53	.....	18.
D.....	7,508 25	19,215 65	11,707 40	.....	39.
C.....	4 535 50	+11,090 56	6,555 06	.....	41.
B.....	5,685 39	+10,643 59	4,958 20	.....	53.
A.....	14,174 17	+19,810 15	5,635 98	.....	72.
1.....	17,784 10	+37,076 72	19,288 62	.....	48.
2.....	9,600 00	20 950 88	11,350 88	.....	46.
3.....	16,112 00	+28,171 58	12 059 58	.....	57.
4.....	6,468 00	22 982 67	16,514 67	.....	28.
5.....	8,105 50	+16,568 97	8,453 47	.....	48.
6.....	21,168 00	+24,763 76	3,595 76	.....	36.
7.....	14,567 00	25 622 15	11 055 15	.....	57.
8.....	18,463 25	21 799 22	3,335 97	.....	85.
9.....	.....	19,325 00	*19,325 00	.....	.....
10.....	.....	22,453 34	*22,453 34	.....	.....
11.....	2 219 00	19 455 05	*17,236 05	.....	11.
12.....	3 407 75	20,413 93	*17,006 18	.....	17.
13.....	1,719 25	21,140 02	*19,421 77	.....	8.
14.....	22,192 00	22 648 61	456 61	.....	98.
15.....	7,552 00	+19,673 04	12 121 04	.....	38.
Totals.....	\$212,092 14	\$524,791 30	\$312,699 16	.....	40.

* Section completed or nearly completed.

† Requirement less than for previous months because of extension of contracts.

“CHICAGO, Jan. 25, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of December, 1895, was as follows:

The work on plans for Regulating Works and Tail Race was continued.

The survey along the North Branch was continued, and the North Branch was sounded up to Clybourn place. Considerable time was given to discharge measurements of the Chicago, Desplaines and Calumet Rivers during the high water of this month; and also to miscellaneous hydraulic data pertaining to the Desplaines, Illinois and Mississippi Rivers.

The testing of cement was continued as was also the work of preparing record photographs and the maintenance of water gauges.

Miscellaneous work was done pertaining to plans for improving the South Branch, inspection of Main Channel and improvement of Stock Yards slip.

The regular platting was continued on the following maps: The water shed map of Chicago and vicinity; Parts 1, 2 and 3 of the general topographical map; the map of the lower Illinois River valley; the two contour maps between Lemont and Lockport, and the progress profile of the Main Channel and Retaining Walls.

The co-ordinates of the Stadia Stations on the surveys between Romeo and Lemont were computed for the contour maps.

Finished a tracing of a statement showing the condition of work to December 1st, 1895; the original and tracing of a profile of the Great Lakes and connecting channels; a tracing of a table of

areas, and a chart of the fluctuations of the Great Lakes, from 1887 to 1894.

Work was continued on the originals and tracings of the profiles of the connecting channels between the Great Lakes. Some work was done on the map of the surveys in the south part of the city, near Fortieth street.

Part of the force was engaged for a short time on the discharge measurements of the Chicago River.

Expenses for January will be about the same as for December.

Respectfully submitted,

(Signed)

THOS. T. JOHNSTON,
Assistant Chief Engineer."

SANTARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF DECEMBER, 1895.

CLASSIFICATION.	Eng. Expenses.		Construction.		Total for Month.		Previously Reported.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses.	Construction.	Eng. Expenses.	Construction.	Eng. Expenses.	Construction.
Preliminary Sundries.....							\$120,633 75		12 0 633 75	
Locating Route, Main Channel.....							32,222 94		32,222 94	
Borings and Test Pits.....		\$1,193 00			\$1,193 00		16,266 50		17,459 50	
Maps and Plans for Board Rooms, etc.....	\$859 35	323 37			1,182 72		38,262 21		39,444 03	
Chicago River Survey.....	1,322 80	1,077 21			2,400 01		34,162 48		36,562 49	
Right of Way.....	20 15				20 15		20,806 45		20,826 60	
Flood Measurements.....	1,237 44	541 41			1,778 85		18,038 01		19,816 86	
Disposal Works at Lockport.....	470 50	101 35			571 85		24,384 16		24,956 01	
Regular Construction.....	8,382 46	14,238 01	\$222,461 78		22,620 47	\$222,461 78	328,164 42	\$12,068,293 52	350,784 89	\$12,290,755 30
Extra Work—Main Channel.....						*—\$418 78		13,455 51	9,723 42	333,574 23
Levees, Trestles and Embankments.....						6,079 91		192,010 05	1,013 75	198,089 96
Spillway.....								20,518 41	1,754 91	20,518 41
Tow Path.....									5,246 04	
Building Western Stone Company's Bridge.....									1,157 05	19,029 05
Building Stephens Street Bridge.....									22,329 89	22,329 89
Building Atchison, Topeka & Santa Fe Bridge.....									985 66	
Building Mt. Forest Foot Bridge.....									770 72	18,738 80
Bldg. West. Av. Temp'y Bridge and Roadway.....									32 17	
Repairing and Moving Bridges.....									66 30	
Office Building at Sag.....									1,050 13	2,035 49
Saving of Building Sand.....									7,756 19	7,756 19
Mortar, Sand and Cement Tests.....									2,339 43	
Saving of Dimension Stone.....	275 00	961 84							8,994 23	781 63
Boston Test.....				458 00						
Temporary Sanitary Relief.....									1,496 75	11,236 00
Photographs of Works.....	125 00	344 42			469 42				237 00	
Public Reports.....									4,046 42	
Remeasurement of Main Channel.....		60 00			60 00				1,138 14	
Effect of Main Channel water on Lake Levels.....					305 50				5,223 82	
General Account.....					7 00				1,481 80	
Totals.....	\$12,998 20	\$19,047 61	\$222,461 78	\$6,119 13	\$32,045 81	\$228,580 91	\$749,427 73	\$12,709,709 55	\$781,473 54	\$12,938,230 46

* These items appear as minus quantities because of larger receipts than disbursements.

REPORT ON CREDITORS' CLAIMS AGAINST
THE HEIDENREICH CO.

Mr. Mallette, Chairman, presented a report from the Joint Committee on Judiciary and Finance, with reference to and accompanied by communications from Walter W. Ross, Attorney for certain creditors of The Heidenreich Company, enclosing statements and affidavits, presented and referred to that Committee at the meetings held October 16 and December 11, 1895 (pages 2889 and 3020 of the Proceedings), recommending that the Attorney be directed to take certain steps in the premises, as provided in the report; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed and, with enclosures, placed on file, the recommendations made in the report concurred in, and the Attorney directed as provided therein.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and, with enclosures, placed on file, the recommendations made in the report concurred in, and the Attorney directed as provided therein.

The following is

THE REPORT:

"CHICAGO, February 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Judiciary and Finance, to whom was referred the communication of Walter W. Ross, attorney for certain creditors of The Heidenreich Company, accompanied by statements and affidavits (October 16, 1895, page 2889 of Proceedings), and a similar communication from the same attorney regarding other creditors of such company (December 11, 1895, page 3020 of Proceedings), respectfully report that they have carefully considered such communications and claims transmitted therewith, as well as other claims of creditors of said Heidenreich Company (all of which claims are herewith returned for filing), and the authority of the District to pay such claims, under Clause M of the contracts between the District and said Heidenreich Company, on Sections "L" and "M," and have concluded and recommend to your Honorable Body that such discretion and power

as the Board has under said contracts should be exercised in favor of said creditors; but inasmuch as the authority of the District is controverted in that regard, the Board ought not to pay these claims without the protection of an order, judgment or decree of a court of record of Cook County having jurisdiction; that subject to such an order, judgment or decree of a court of competent jurisdiction, there be set aside, out of any moneys in the hands of the District at the time of the voluntary assignment of the Heidenreich Company, reserved on said contracts between it and the District, sufficient to pay the claims of said creditors; that in order to secure a construction of said Clause M, and the authority of the District thereunder in the premises, the Attorney for the District be directed to enter into a proper stipulation of facts, to which the assignee of said Heidenreich Company and all of the persons in interest are parties, for a proper and full presentation of the facts in the premises, to be submitted to a judge of a court of record in Cook County, to the end that an order, judgment or decree of such a court with jurisdiction may be entered, binding upon all parties and protecting the District, and at the same time relieving the District of any possibility of paying any amount twice, or doing an injustice to any of the claimants; such submission of controversy, however, to be without cost to the District, and the action of the Board hereupon to be conditioned on the making of such a stipulation and the submission of the controversy, and an entry of an order, judgment or decree, as above suggested.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.

FRANK WENTER,

JOS. C. BRADEN,

ALEX. J. JONES,

Joint Committee on Judiciary and Finance."

(Accompanied by claims.)

REPORT AND AMENDED AGREEMENT
FOR SALE OF FIFTH ISSUE OF BONDS
AND ORDINANCE REDUCING AMOUNT
OF ISSUE.

Mr. Wenter, Chairman, presented a report from the President and the Committee on Finance, with reference to the reducing of the fifth issue of \$900,000 of 4½ per cent bonds, transmitting ordinance, amending ordinance passed at the

meeting held January 22, 1896 (page 3125 of the Proceedings), providing for said issue of bonds and also transmitting amended agreement, in duplicate, between the District and the First National Bank of Chicago and the Illinois Trust and Savings Bank, for the sale of said bonds; recommending that the President and Clerk be authorized and directed to execute said amended agreement on behalf of the District in place of agreement presented at the meeting held February 13, 1896 (page 3213 of the Proceedings), for the sale of said bonds, as provided in the report; and the report and accompanying amended agreement and ordinance were read.

Mr. Wenter, seconded by Mr. Mallette, moved that the report be adopted, and with accompanying amended agreement, ordered printed and placed on file, the recommendations made in the report concurred in, and the President and Clerk authorized and directed to execute said amended agreement, on behalf the District, as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, and with accompanying amended agreement, ordered printed and placed on file, the recommendations made in the report concurred in, and the President and Clerk authorized and directed to execute said amended agreement, on behalf of the District, as provided in the report.

Mr. Wenter, seconded by Mr. Mallette, then moved the passage of the accompanying ordinance.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the accompanying ordinance passed.

The following is

THE REPORT, WITH ACCOMPANYING AMENDED AGREEMENT:

"CHICAGO, February 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance respectfully present and report to you that they have conferred with the President of the Board regarding the ad-

visability of reducing the issue of \$900,000 of bonds of the District—authorized by ordinance of January 22d, 1896—to \$300,000, and that upon such conference they have considered the various circumstances connected with the issue of said bonds and deem it advisable that such reduction be made, and that there be issued \$800,000 of said bonds under said ordinance, and they present herewith a draft of ordinance reducing said issue of bonds from \$900,000 to \$800,000 of bonds, and recommend its passage.

That the President of the Board has reported to them (your Committee) an agreement between the District and the Illinois Trust and Savings Bank and the First National Bank of Chicago relating to the issue of \$800,000 of bonds, which varies from the draft of agreement passed by the Board at its last session in a few particulars to meet necessary changes and exigencies which have arisen, which agreement has been executed subject to the approval of the Board. After a consideration of said agreement your Committee on Finance join with the President in recommending that the agreement as executed be approved, that the President and Clerk be authorized and directed to execute the same on behalf of the District and the action of the Board in directing the draft of agreement set out in the last Proceedings of the Board to be executed when signed by Illinois Trust and Savings Bank and the First National Bank of Chicago, be rescinded.

There are presented herewith draft of ordinance reducing said issue of bonds, as aforesaid, and agreement with banks above referred to, all of which is respectfully submitted.

(Signed)

B. A. ECKHART,
President.

FRANK WENTER,
Chairman.

J. P. MALLETTE,
Committee on Finance."

(Accompanied by ordinance and agreement in duplicate.)

(THE AGREEMENT:)

"The following contract for the purchase and sale of \$800,000 bonds of the Sani-

tary District of Chicago is hereby entered into between:

The Sanitary District of Chicago (hereinafter termed the party of the first part), and

The First National Bank of Chicago, and the Illinois Trust and Savings Bank of Chicago, jointly (hereinafter termed the party of the second part):

1st. The party of the first part agrees to pass such resolutions as may be necessary to reduce the authorized issue of \$900,000 $4\frac{1}{2}\%$ bonds, dated February 1, 1896, to \$800,000, and to furnish certified copies of such resolutions to the party of the second part.

2d. The party of the first part agrees to cancel \$100,000 of the bonds prepared for said authorized issue of \$900,000, such cancellation to be \$5,000 maturing in each year, and to furnish to the party of the second part sworn certificate of cancellation, giving numbers of bonds so cancelled.

3d. The party of the first part agrees to deliver to the Illinois Trust and Savings Bank the \$800,000 bonds of said District, bearing interest at the rate of $4\frac{1}{2}\%$ and dated February 1, 1896, together with a certain check of \$27,000, given by the party of the second part on account of their bid for said bonds, said check and \$800,000 bonds to be held in escrow in accordance with the following conditions:

(a) Two hundred and fifty thousand (\$250,000) dollars of said bonds to be delivered absolutely to the party of the second part as soon as same are so deposited in escrow, on payment of par and accrued interest to February 15, 1896, and a premium of \$5,076.

(b) One hundred thousand (\$100,000) dollars on March 15, 1896, on payment of par and accrued interest to said date.

Fifty thousand (\$50,000) dollars on April 15, 1896, on payment of par and accrued interest to said date.

Two hundred thousand (\$200,000) dollars on May 15, 1896, on payment of par and accrued interest to said date.

Two hundred thousand (\$200,000) dollars on June 15, 1896, on payment of par and accrued interest to said date.

The party of the second part has the right to, from time to time, in place of said check for \$27,000, substitute a check equivalent

to 3 % of the bonds remaining in escrow.

(c) After February 25, the party of the second part to have the right to call for the delivery of all or any part of said bonds remaining in escrow, on any date prior to the agreed date of payment, and to receive same on payment of par and accrued interest to date of so receiving the same.

(d) The party of the second part shall have the right to substitute any bonds paid for, and receive a like amount of bonds held in escrow, bond for bond, of like or different maturities.

4th. The party of the second part agrees to accept and pay for said bonds in accordance with above conditions, save that they shall make no payments until their attorneys shall have approved of the legality of said issue, their opinion to be rendered upon the tender of the bonds for escrow.

In witness whereof, The Sanitary District of Chicago has caused these presents to be signed by its President and Clerk, and the First National Bank of Chicago by its President, and the Illinois Trust and Savings Bank by its President, this 19th day of February, A. D. 1896.

THE SANITARY DISTRICT OF CHICAGO.

By.....

President of the Board of Trustees.

Attest:

.....
Clerk of the Sanitary District of Chicago.

[Seal.]

(Signed)

First National Bank of Chicago,

By L. J. GAGE,
President.

Illinois Trust and Savings Bank,

By JNO. J. MITCHELL,
President."

—
The following is

THE ORDINANCE :

"Be it Ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That the issue of nine hundred thousand (\$900,000) dollars of bonds of the Sanitary District of Chicago, authorized

to be issued by the ordinance of January 22, 1896 (page 3126 of Proceedings), be reduced to eight hundred thousand (\$800,000) dollars, and of the nine hundred (900) bonds authorized to be issued by said ordinance, there be cancelled and annulled the last five of each maturity of said bonds, one hundred (100) in all, of the numbers following, namely:

Numbers twelve thousand and forty-one (12,041) to twelve thousand and forty-five (12,045), inclusive.

Numbers twelve thousand and eighty-six (12,086) to twelve thousand and ninety (12,090), inclusive.

Numbers twelve thousand one hundred and thirty-one (12,131) to twelve thousand one hundred and thirty-five (12,135), inclusive.

Numbers twelve thousand one hundred and seventy-six (12,176) to twelve thousand one hundred and eighty (12,180), inclusive.

Numbers twelve thousand two hundred and twenty-one (12,221) to twelve thousand two hundred and twenty-five (12,225), inclusive.

Numbers twelve thousand two hundred and sixty-six (12,266) to twelve thousand two hundred and seventy (12,270), inclusive.

Numbers twelve thousand three hundred and eleven (12,311) to twelve thousand three hundred and fifteen (12,315), inclusive.

Numbers twelve thousand three hundred and fifty-six (12,356) to twelve thousand three hundred and sixty (12,360), inclusive.

Numbers twelve thousand four hundred and one (12,401) to twelve thousand four hundred and five (12,405), inclusive.

Numbers twelve thousand four hundred and forty-six (12,446) to twelve thousand four hundred and fifty (12,450), inclusive.

Numbers twelve thousand four hundred and ninety-one (12,491) to twelve thousand four hundred and ninety-five (12,495), inclusive.

Numbers twelve thousand five hundred and thirty-six (12,536) to twelve thousand five hundred and forty (12,540), inclusive.

Numbers twelve thousand five hundred and eighty-one (12,581) to twelve thousand five hundred and eighty-five (12,585), inclusive.

Numbers twelve thousand six hundred and twenty-six (12,626) to twelve thousand six hundred and thirty (12,630), inclusive.

Numbers twelve thousand six hundred and seventy-one (12,671) to twelve thousand six hundred and seventy-five (12,675), inclusive.

Numbers twelve thousand seven hundred and sixteen (12,716) to twelve thousand seven hundred and twenty (12,720), inclusive.

Numbers twelve thousand seven hundred and sixty-one (12,761) to twelve thousand seven hundred and sixty-five (12,765), inclusive.

Numbers twelve thousand eight hundred and six (12,806) to twelve thousand eight hundred and ten (12,810), inclusive.

Numbers twelve thousand eight hundred and fifty-one (12,851) to twelve thousand eight hundred and fifty-five (12,855), inclusive.

Numbers twelve thousand eight hundred and ninety-six (12,896) to twelve thousand nine hundred (12,900), inclusive.

And the same hereby are annulled and cancelled and the Clerk be directed under the supervision of the President and Chairman of the Finance Committee to destroy them, together with the interest coupons thereto attached, and each and every of them.

SECTION 2. That the amounts provided by Section two (2) of said ordinance to be levied and assessed on the taxable property within said District, be and the same hereby are reduced in conformity with the foregoing cancellation of one hundred thousand (\$100,000) dollars of bonds, and said Section two (2) is amended accordingly, so that there be levied and assessed upon the taxable property within said District under said ordinance for the purposes therein expressed, the sums respectively for the years respectively as follows, to-wit:

For the year 1896, seventy-three thousand (\$73,000) dollars.

For the year 1897, seventy-four thousand two hundred (\$74,200) dollars.

For the year 1898, seventy-two thousand four hundred (\$72,400) dollars.

For the year 1899, seventy thousand five hundred (\$70,600) dollars.

For the year 1900, sixty-eight thousand eight hundred (\$68,800) dollars.

For the year 1901, sixty-seven thousand (\$67,000) dollars.

For the year 1902, sixty-five thousand two hundred (\$65,200) dollars.

For the year 1903, sixty-three thousand four hundred (\$63,400) dollars.

For the year 1904, sixty-one thousand six hundred (\$61,600) dollars.

For the year 1905, fifty-nine thousand eight hundred (\$59,800) dollars.

For the year 1906, fifty-eight thousand (\$58,000) dollars.

For the year 1907, fifty-six thousand two hundred (\$56,200) dollars.

For the year 1908, fifty-four thousand four hundred (\$54,400) dollars.

For the year 1909, fifty-two thousand six hundred (\$52,600) dollars.

For the year 1910, fifty thousand eight hundred (\$50,800) dollars.

For the year 1911, forty-nine thousand (\$49,000) dollars.

For the year 1912, forty-seven thousand two hundred (\$47,200) dollars.

For the year 1913, forty-five thousand four hundred (\$45,400) dollars.

For the year 1914, forty-three thousand six hundred (\$43,600) dollars.

For the year 1915, forty-one thousand eight hundred (\$41,800) dollars."

REPORT ON ADVERTISEMENT, SPECIFICATIONS, BOND AND PROPOSAL FOR RETAINING WALL ON SECTION 14.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to and accompanied by report from the Chief Engineer, transmitting advertisement, specifications, bond and proposal for the construction of retaining walls on Section 14, presented and referred to that Committee at the meeting held February 13, 1896 (page 3202 of the Proceedings), recommending that said specifications be adopted, and that the Clerk be authorized and directed to publish said advertisement, as provided in the report; and the report was read

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed and, with enclosures, placed on file, the recommendations made in the report concurred in, and the Clerk authorized and directed to publish advertisement, as provided in the report.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and, with enclosures, placed on file, the recommendations made in the report concurred in, and the Clerk authorized and directed to publish advertisement, as provided in the report.

The following is

THE REPORT:

"CHICAGO, February 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Joint Committee on Engineering and Finance, to whom was referred, at the meeting held February 13, 1896 (page 3202 of the Proceedings), the report of the Chief Engineer, transmitting form of advertisement, specifications, bond and proposal for the construction of concrete retaining wall on Section 14 of the Main Channel, beg leave to report that they have considered said specifications, which are returned herewith, and recommend that the same be adopted by your Honorable Body, and that the Clerk be authorized and directed to publish said advertisement in the usual manner, bids to be received and opened on April 22, 1896.

Respectfully submitted,

(Signed)

WM. BOLDENWECK,

Chairman.

J. P. MALLETT,

FRANK WENTER,

THOMAS KELLY,

ALEX. J. JONES.

Joint Committee on Engineering and Finance."

(Accompanied by report and specifications.)

OFFICES TO BE CLOSED ON "WASHINGTON'S BIRTHDAY."

Mr. Braden presented an order directing that the offices of the District be ordered closed on Saturday, February 22, 1896, the same being "Washington's Birthday,"—a legal holiday; and the order was read.

Mr. Braden, seconded by Mr. Smyth, moved the adoption of the order.

The motion prevailed unanimously,

and the President declared the order adopted, and the offices of the District ordered closed, as provided therein.

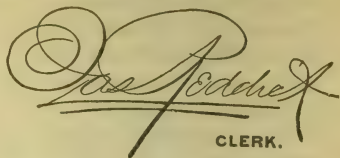
The following is

THE ORDER:

"*Ordered*, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed on Saturday, February 22d, 1896, the same being 'Washington's Birthday'—a legal holiday."

ADJOURNMENT.

On motion of Mr. Smyth, seconded by Mr. Kelly, the Board then adjourned.



CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

FEBRUARY 26, 1896.

OFFICIAL RECORD.

*Published by authority of the Board of Trustees
of the Sanitary District of Chicago.*

REGULAR MEETING.

The three hundred and fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, February 26, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—seven (7), and subsequently Mr. Braden, making a total of eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held February 12, 1896, of the adjourned session of the same regular meeting, held February 13, 1896, and of the regular meeting held February 19, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Mallette.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Cameron, Amberg & Co. (stationery).....	\$ 42 52
H. K. Loeb, (stationery).....	9 89
Stromberg, Allen & Co. (stationery).....	13 00

P. F. Pettibone & Co. (stationery).....	\$ 37 40	
I. Van Baalen, (pens).....	3 00	
A. P. Little, (carbon paper).....	4 00	
A. H. Abbott & Co. (drafting material).....	15 60	
Keuffel & Esser Co. (drafting material).....	16 72	
Keuffel & Esser Co. (drafting material).....	10 73	
Post, Jacobi & Bruning Co. (drafting material).....	12 03	
Eugene Dietzgen Co. (drafting material).....	5 83	
Marshall Field & Co. (signal cloth).....	3 78	
Soper Lumber Company, (pine stakes).....	20 00	
Hibbard, Spencer, Bartlett & Co. (hardware).....	10 17	
Standard Oil Company, (oil).....	5 87	
Mosler Safe Company, (fire-proof safe).....	70 00	
R. Seelig, (gauge boards).....	21 20	
R. Seelig, (repairing tapes, etc.).....	38 30	
Treleaven Optical Company, (photo supplies).....	16 80	
W. T. Keating, (traveling and expense).....	17 91	
		\$ 374 75

CLERICAL DEPARTMENT.

P. F. Pettibone & Co. (stationery).....	\$ 2 40	
Cameron, Amberg & Co. (stationery).....	14 97	
H. K. Loeb, (stationery).....	40 97	
T. P. Evans, (vault fittings).....	25 00	
		\$ 83 34

LAW DEPARTMENT.

Cameron, Amberg & Co. (stationery).....	\$ 3 60	
Cameron, Amberg & Co. (stationery).....	15 40	
P. F. Pettibone & Co. (stationery).....	6 76	
Stromberg, Allen & Co. (stationery).....	2 25	
H. K. Loeb, (stationery).....	6 97	
Jacobs, Coles & Co. (stationery).....	3 50	
Huston, Ashmead, Wilson Co. (letter heads).....	12 75	
Callaghan & Co. (law reports).....	5 75	
Schlesinger & Mayer, (chamois, etc.).....	1 25	
A. Hannibal, (repairing furniture).....	3 00	
		\$ 61 23

GENERAL ACCOUNT.

S. D. Childs & Co. (repairing seal).....	\$ 1 50	
Chicago Edison Company, (electric lighting).....	78 68	
		\$ 80 18

POLICE DEPARTMENT.

Marshall Field & Co. (pillow cases).....	\$ 2 75	
Standard Oil Company, (oil).....	32 86	
		\$ 35 61
Total.....		\$ 635 11

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott, (Section 1, February 15, 1896).....	\$9,930 99
McArthur Brothers, (Section 2, February 15, 1896).....	6,300 00
Mason, Hoge & Co. (Section 6, February 15, 1896).....	9,068 06
Mason, Hoge & Co. (Section 7, February 15, 1896).....	8,103 38
Mason, Hoge, King & Co. (Section 8, February 15, 1896).....	7,587 13
Mason, Hoge & Co. (Section 12, February 15, 1896).....	1,109 50
Smith & Eastman, (Section 14, February 15, 1896).....	5 046 13
Wright, Meysenburg, Sinclair & Carry, (Section 15, February 15, 1896).....	4,543 00
Heldmaier & Neu, (Section A, February 15, 1896).....	9,405 71

Heldmaier & Neu, (Section B, February 15, 1896).....	\$ 2,338 88
Western Dredging and Improvement Company, (Section C, February 15, 1896).....	987 00
Mason, Hoge & Co. (Section 6, Extra work—Levees and riprap, February 15, 1896).....	641 00
	<u>*\$65,060 78</u>
Grand total.....	\$65,695 89

*Paid by warrants, with interest coupons attached, drawn against the tax levy of 1895.

Mr. Kelly, seconded by Mr. Mallette, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Carter, Eckhart, Jones, Kelly, Mallette, Smyth (*except as to Construction Voucher for Mason, Hoge & Co. for extra work—levees and rip rap on Section 6, for \$641.00, on which he voted "Nay"*) and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition:

No. 1067, Clerical Department, (envelopes) \$ 6.00

Mr. Kelly, seconded by Mr. Mallette, moved that Requisition No. 1067, for the Clerical Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 1067, for the Clerical Department, as read and shown above, allowed.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending February 22, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, February 26, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report here-

with the number of employes in each department for the week ending February 22, 1896, as the same have been reported to me:

Engineering department.....	89
Clerical department.....	4
Law department	7
Treasury department.....	1
Police department.....	39
Towpath force	2
Telephone operator.....	1
Total employes.....	<u>143</u>

Respectfully submitted,

(Signed)

JAS. REDDICK,

Clerk."

CLERK'S REPORT ON COMPLETION AND DELIVERY OF FIFTH ISSUE OF BONDS AND DESTRUCTION OF PORTION OF ISSUE.

The Clerk presented a report, with reference to the completion and delivery of \$800,000 of 4½ per cent bonds of the District, being the fifth issue, and the payment for portion thereof by the First National Bank of Chicago, and the Illinois Trust and Savings Bank; the return to the Royal Trust Company of the check deposited with their bid for portion of said issue on February 10, 1896; and also with reference to the destruction of portion of said fifth issue of bonds, under the supervision of the President and Chairman of the Committee on Finance, as directed by ordinance passed at the meeting held February 19, 1896, (page 3234 of the Proceedings); said report being accompanied by receipt from the Treasurer for said bonds and notice of payment for portion of same, together with certificate of destruction of certain bonds and one (1) receipt, all as set forth in the report.

The report and accompanying receipt of the Treasurer were read, and, by unanimous consent, were ordered printed, and, with all enclosures, placed on file.

The following is

THE REPORT, WITH ACCOMPANYING RECEIPT:

"CHICAGO, February 26, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I have the honor to report that on February 20th, 1896, I delivered to Melville E. Stone, Treasurer of the District, as shown by receipt transmitted herewith and made a part of this report, the entire issue of \$800,000 of 4½ per cent bonds of the District, being the fifth issue, signed by the President and Clerk and sealed with the seal of the District, complete and ready for delivery to the purchasers, the First National Bank of Chicago and the Illinois Trust and Savings Bank, the same being the bonds issued under ordinances passed by the Board of Trustees at the meetings held January 22 and February 19, 1896 (pages 3125 and 3234 of the Proceedings); and that on written notice from the Treasurer, transmitted herewith, dated February 20, 1896, of the payment for portion of said issue of bonds and the delivery of the balance thereof to the Illinois Trust and Savings Bank, to be held in escrow, I deposited in escrow with said bank the check for \$27,000 which accompanied the bid of said First National Bank of Chicago and Illinois Trust and Savings Bank, receipt for the same being hereto attached.

I have also returned to the Royal Trust Company the check deposited with their bid for part of said fifth issue of bonds, receipt for the same being hereto attached.

All of said action being in conformity with the reports of the Committee on Finance and amended agreement for the sale of said bonds, presented and adopted at the meetings held February 13 and 19, 1896.

As directed by Section one (1) of ordinance passed on February 19, 1896, I have destroyed by burning one hundred (100) bonds of the said fifth issue, together with the interest coupons thereto attached and each and every of them, under the supervision and in the presence of the President of the Board of Trustees and the Chairman of the Committee on Finance, as shown by certificate transmitted herewith. All of which is

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.

We witnessed the destruction of bonds above mentioned:

(Signed) B. A. ECKHART,
President of Board of Trustees.
FRANK WENTER,
Chairman of Committee on Finance."
(Five (5) enclosures.)

"Received of James Reddick, Clerk of the Sanitary District of Chicago, 800 bonds of the Sanitary District of Chicago, as issued under ordinance of said District of January 22, 1896, as modified by ordinance of said District of February 19, 1896, being bonds for \$1,000 each of the date of February 1, 1896, together with the interest coupons thereto attached as described in said ordinance of January 22, 1896, modified as aforesaid, duly executed by the President and Clerk of said District, with the corporate seal thereof affixed, which bonds are received by me as Treasurer of said District.

Witness my hand this 20th day of February, 1896.

(Signed) MELVILLE E. STONE,
Treasurer of the Sanitary District of Chicago.

By A. B. CLEGHORN,
Assistant Treasurer."

(\$800,000 in bonds.)

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of January, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, Feb. 25, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I herewith transmit the reports of the Divisions of Construction and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of January, 1896; also a classified statement of expenses to February 1, 1896.

The expenses for the month of January were as follows:

Salaries.....	\$ 11,805 47
Supplies, etc.....	692 05
Regular contractors' estimates.....	177,919 98
Extra contractors' estimates.....	800 00
Total.....	<u>\$ 191,217 50</u>

I estimate the expenses of this Department for the month of February will be \$150,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, February 19, 1896.

Isam Randolph Esq., Chief Engineer:

DEAR SIR—I herewith submit my report of the work of construction for the month of January, with accompanying tabulated statements, showing the amount of work done up to the 1st inst.

On most of the earth sections work was suspended with the exception of pumping operations which are necessarily continuous. Meantime the plants are being overhauled, repaired and put in order for resuming as soon as the weather will permit. The quantities excavated during the month of January were 167,306 yards of glacial drift and 165,010 yards of solid rock; a total of 332,316 cubic yards, amounting in value to \$178,391.54, distributed as follows:

Section "H" is credited with 18,170 cubic yards, which were moved with one steam shovel and incline in twenty-four shifts, an exceedingly large average of 757 cubic yards per shift. This plant worked day shifts only and at the end of the month the steam shovel was moved back to the east end of the section. The incline is also to be moved back to the same place on the north side of the Channel, when the removal of the lower part of the Channel prism will begin.

Section "G" gives an output of 9,908 cubic yards, of which 1,753 yards were handled by the steam shovel and belt conveyor that worked only six shifts, averaging 292 yards per shift, and 8,155 yards were moved with the steam shovel and incline in twenty-four shifts; an average of 339 yards each.

Section "E" worked only one of its steam shovels in connection with an incline in thirteen shifts, moving 4,500 cubic yards, an average of 346 yards per shift. The erection of an additional in-

cline is in progress and the plant is being repaired and put in order.

Section "C," after operating a few days in the early part of the month, closed for repairs during the unfavorable season. Two steam shovels excavated 4,600 yards in 13 shifts, an average of about 354 yards per shift.

Section "B" employed three steam shovels a total of 31 shifts, yielding an output of 10,900 cubic yards, an average of 351 yards per shift. Three thousand yards were also handled by manual labor, making the total yardage 13,900.

Section "A" makes a very creditable return considering the season. Five steam shovels (including one dredge for sloping) were engaged a total of 125 shifts, taking out 64,800 cubic yards, an average of 518 yards per shift. Three thousand and twenty-eight yards were also excavated by manual labor, making the total quantities for the month 67,828 cubic yards.

Section 1 returns an estimate of 57,800 cubic yards for the month. Of this amount 31,000 yards was glacial drift excavated with two steam shovels in 49 shifts, an average of 632 yards per shift, and the balance, 26,800 yards, was solid rock, taken out as follows:

CONVEYOR.	Shifts Worked.	Cu. Yds. Excavated.	Average per Shift.
Cantilever No. 1.....	23½	11,600	515
Cantilever No. 2.....	23	11,100	483
Incline.....	23½	4,100	174

Section 2 is credited with 7,600 yards of glacial drift and 15,600 yards of solid rock. The latter was removed in 46 shifts by two cableways, an average of about 340 yards per shift.

Section 3—Work was suspended on this section January 4th. The amount earned since the previous estimate was 10,800 cubic yards of solid rock, leaving a balance of but 44,272 yards remaining to be excavated.

Section 4 did no work except pumping, which was carried on day and night.

Section 5 suspended operations early in the month. It is credited with an estimate of 5,900 cubic yards, of which 4,800 was glacial drift and 1,100 solid rock.

Section 6 continued operations with its usual plant, yielding an output of 37,800 cubic yards of solid rock; 2,000 yards of which was taken out with derricks and 35,800 yards with four cableways in 80 shifts—an average of 447 cubic yards per shift.

Section 7 also made a fair showing, its estimate being a little over 20,000 cubic yards of solid rock excavated as follows:

APPLIANCES.	Shifts Worked.	Cu. Yds. Excavated.	Average per Shift
One cableway.....	19	7,549	397
Two Hulett derricks.....	33	6,434	195
Two Hulett cantilevers.....	25	6,093	243

Section 8—Four cableways were employed on this section 69 shifts, handling 21,138 cubic yards, an average of 305 cubic yards per shift. From the Stephens street highway on Section 8 to about the middle of Section 14 the Channel is practically completed, forming an area or basin 160 feet wide by 31,000 feet long, into which more or less water drains, depending upon the rainfall, which was quite heavy December 20th and 21st, and it required constant pumping day and night from that time until January 14th with all the pumps on hand to care for the seepage and surface water that found its way therein.

Section 9—Excavation was completed on this section last October, and nothing has been done thereon except the maintenance of pumping plant and the repairing of the River Diversion levee in two places where muskrats had worked through it.

Section 10—Nothing has been done on this section since its completion early in September. About September 15th the contractors stopped pumping, and have not resumed since, permitting the water from their work to flow on to the adjacent sections, 9 and 11, where it has been pumped off by the contractors on those sections since the above date. Aside from the surface water, naturally tributary to this section, a large volume of water was let into it during the high water of December from the Illinois and Michigan Canal, through one of the openings made by the contractors. In the absence of the contractors or any representative on the section, I put men at work and shut off this inflow of water as soon as I discovered it.

Section 11—Excavation is completed and nothing is now being done except pumping.

Section 12 required the excavation of but about 2,000 yards on the 1st inst., to clean up the work, except maintaining the pumping.

Section 13 is completed, except the pumping requirements, which are being fulfilled.

Section 14 returns an estimate of 5,000 yards of glacial drift and 16,900 yards of solid rock, a total of 21,900 cubic yards. It is probable that the excavation will be completed during the current month.

Section 15 is credited with an output of 8,300 cubic yards of solid rock, which was mostly sinking pits for inclines and trimming up, preparatory for laying retaining walls as soon as weather will permit.

Respectfully submitted,

(Signed)

U. W. WESTON,

Supt. of Construction."

SANITARY DISTRICT OF CHICAGO — ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF JANUARY, 1896.

CLASSIFICATION.	Eng. Expenses.		Construction.		Total for Month.		Previously Reported.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses.	Construction	Eng. Expenses.	Construction	Eng. Expenses.	Construction
Preliminary Sundries.....					\$130,633 75		\$130,633 75			
Locating Route, Main Channel.....					32,222 94		32,222 94			
Borings and Test Pits.....					17,459 50		17,459 50			
Maps and Plans for Board Rooms, etc.....	\$1,084 00	\$ 27 20			\$1,111 20					
Chicago River Survey.....	1,216 00	59 89			30,444 93		40,556 13			
Right of Way.....		1 77			36,562 49		37,898 98			
Flood Measurements.....	945 00	121 91			20,824 60		20,824 60			
Disposal Works at Lockport.....	360 50	32 40			19,816 86		20,898 37			
Regular Construction.....	7,476 47	395 88	\$177,919 98		24,956 01		25,398 91			
Extra Work—Main Channel.....					35,478 80	\$12,250,755 30	358,657 24	\$12,468,675 38		
Levees, Trestles and Embankments.....					9,723 42	13,455 51	9,723 42	333,574 23		
Spillway.....				\$500 00	1,013 75	198,089 96	1,013 75	198,589 96		
Tow Path.....					1,754 91	20,518 41	1,754 91	20,518 41		
Building Western Stone Company's Bridge.....					5,246 04		5,246 04			
Building Stephens Street Bridge.....					1,137 05	19,020 05	1,137 05	19,020 05		
Building Atchison, Topeka & Santa Fe Bridge.....					985 66	22,320 89	985 66	22,320 89		
Building Mt. Forest Foot Bridge.....					770 72	18,738 80	770 72	18,738 80		
Bldg. West. Av. Temp'y Bridge and Roadway.....					32 17		32 17			
Repairing and Moving Bridges.....					66 30	2,035 49	66 30	2,325 49		
Office Building at Sag.....					1,050 13	7,756 19	1,050 13	7,756 19		
Saving of Building Sand.....	300 00				2,939 43		2,939 43			
Mortar, Sand and Cement Tests.....					8,994 23	781 63	9,294 23			
Saving of Dimension Stone.....					1,496 75	11,226 00	1,496 75	11,226 00		
Erosion Test.....					237 00		237 00			
Temporary Sanitary Relief.....					4,046 42		4,171 42			
Photographs of Works.....	125 00				1,138 14		1,138 14			
Public Reports.....					5,283 82		5,283 82			
Remeasurement of Main Channel.....					1,481 80		1,780 30			
Effect of Main Channel water on Lake Levels.....	298 50				71,947 23		71,947 23			
General Account.....										
Totals.....	\$11,805 47	\$629 05	\$177,919 98	\$800 00	\$12,434 52	\$178,719 98	\$781,473 54	\$12,998,290 46	\$793,908 06	\$13,117,010 41
Not passed.....							40 00		40 00	\$3,827 50
Clerk's account.....									\$7,03,808 06	\$13,033,182 91

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS.	Vouchered to January		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.	726,921		
N	Hayes Bros. et al.	139,800		
M	The Heidenreich Co.	718,650		
L	The Heidenreich Co.	1,093,950		
K	Christie & Lowe.	1,116,200		
I	Christie & Lowe.	1,132,000		
H	Gahan & Byrne.	618,967		
G	Gahan & Byrne.	975,199		
F	Weir, McKechney & Co.	705,193		
E	Angus & Gindele.	949,663		
D	E. D. Smith & Co.	1,682,400		
C	Western Dredging and Improvement Company.	1,358,263		
B	Heldmaier & Neu.	1,184,614		
A	Heldmaier & Neu.	1,194,375		
1	Griffiths & McDermott.	890,666	135,000	1,744
2	McArthur Bros.	716,500	321,900	1,900
3	Gilman & Co.	411,910	725,800	12,000
4	McArthur Bros.	1,072,600	157,800	
5	Qualey Construction Company.	856,100	169,500	27,010
6	Mason, Hoge & Co.	663,800	401,200	28,500
7	Mason, Hoge & Co.	172,400	802,400	5,800
8	Mason, Hoge, King & Co.	49,600	1,083,200	2,800
9	Halvorson, Richards & Co.	76,691	1,003,200	
10	E. D. Smith & Co.	31,743	1,141,191	
11	Mason, Hoge & Co.	44,032	989,050	
12	Mason, Hoge & Co.	42,531	934,150	9,169.44
13	Mason, Hoge & Co.	33,422	1,031,600	10,760
14	Smith & Eastman.	365,200	1,001,100	
15	Wright, Meysenburg, Sinclair & Carry.	32,100	401,000	
	Totals.	19,055,490	10,358,091	99,683.44
		Cubic Yards		
Main Channel, glacial drift (including 97,100 cu. yds. Collateral Channel)		19,055,490		
Main Channel, solid rock		10,358,091		
River Diversion, glacial drift		1,154,260		
River Diversion, solid rock		226,553		
Rubble masonry		99,683		
Total value regular contracts as estimated January 31, 1896.		\$18,378,474 42		
Total value of work vouchered January 31, 1896.		14,226,088 26		
Total remaining to be vouchered.		\$ 4,152,386 16		

REGULAR CONTRACTS JANUARY 31, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.		
1896.		*Remaining to be Vouchered.				Work Vouchered for January, 1896.	Total Work Vouchered to January 31, 1896.	Total Work Remaining to be Vouchered.
IVER DIVERSION.									MAIN CHANNEL.
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.				
		921,824			41.52		\$ 151,585 31	\$ 193,199 04
		974,043			12.55		32,154 00	224,029 89
		4,200			99.42		155,947 05	911 40
		7,931			99.28		215,508 15	1,562 41
		39,753			96.56		279,050 00	9,938 25
		7,849			99.31		283,000 00	1,962 25
		458,131			57.47	\$ 5,269 30	179,500 43	132,857 99
		388,543			71.51	2,774 24	273,055 72	108,792 04
158,234		384,066	16,724		63.76		216,615 66	128,594 94
95,718		866,035	78,765		50.13	1,215 00	285,077 28	288,957 34
		194,074	137,694		83.52		444,784 50	178,675 26
		529,118			71.97	1,081 00	357,388 00	127,495 50
		392,214			75.13	3,753 00	377,217 00	105,897 78
163,537		1,382,133	4,188		46.28	20,772 33	405,107 50	426,623 64
212,486		365,108	428,541	52,651	56.38	34,739 00	477,859 06	652,923 03
128,425		21,106	143,107	33,394	86.35	16,280 00	624,155 98	241,917 60
5,876		2,175	42,097	1,307	96.25	8,208 00	800,017 70	37,459 47
29,516		27,400	82,875	85,000	91.77		641,123 54	377,226 00
		191,884	112,370	44,871	77.12	2,296 50	467,784 00	288,546 50
117,100		11,432	157,842		86.29	27,783 00	597,145 00	119,561 67
97,917	43,000	100	97,874	200	90.87	14,700 00	710,501 42	72,688 36
57,902	96,900	570	77,846	75	93.53	16,022 50	919,175 27	60,449 84
40,741	16,894	1	569		99.95		814,984 61	427 39
30,313	58,276		699		99.94		975,087 60	559 20
5,756	11,433		661		99.94	2,773 75	807,983 27	373 73
11,739		1,508	3,864	100.56	99.48	1,592 92	836,341 49	3,902 46
		387	2,077	78	99.77	897 00	817,470 72	1,926 18
		14,180	22,400	22,000	97.39	13,337 00	837,779 00	96,188 00
		3,900	238,700	37,400	64.10	4,897 00	242,689 00	268,734 00
154,260	226,553	7,189,665	1,648,833	277,076.56	76.91	\$178,391 54	\$14,226,088 26	\$4,152,386 16

Total value of regular contract work vouchered January 31, 1896..... †\$14,226,088 26
Total value of collateral contract work vouchered January 31, 1896..... †672,746 60

Total value of all construction work vouchered January 31, 1896..... \$14,898,834 86
Reserved percentages, regular vouchers..... \$1,777,167 57
Current estimates, regular vouchers..... 83,327 50
Reserved and current collateral vouchers..... 5,115 25

Total paid for construction work, January 31, 1896..... \$13,033,224 54

* Total quantities and values being as given in revised estimate of January 1, 1896.

† Overhaul to levee, Section 1, not included.

‡ Overhaul to levee, Section 1, included.

"CHICAGO, Feb. 19, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of January was as follows:

The work on plans for regulating works and tail race was continued.

The survey along the North Branch was continued and the river was sounded between Clybourn place and Webster avenue. This finishes the entire survey up to Clybourn place.

Considerable time was given to miscellaneous hydraulic data pertaining to the Desplaines, Illinois and Mississippi Rivers, and also to discharge measurements taken in December, 1895, in the Chicago and Desplaines Rivers.

The testing of cement was continued, as was also the work of preparing record photographs and the maintenance of water gauges.

Miscellaneous work was done pertaining to plans for improving South Branch, inspection of Main Channel and improvement of Stock Yards slips.

The regular platting was continued on the following maps:

The watershed map of Chicago and vicinity; parts 1, 2 and 3 of the general topographical map; the map of the Lower Illinois River Valley; the two contour maps between Lemont and Lockport and a 200-foot scale map of the Chicago River.

The co-ordinates of the Stadia Stations on the surveys between Romeo and Lemont, for the contour maps, were completed.

Finished originals and tracings of the connecting channels between the great lakes.

Some work was done on a map of part of the North Branch of the Chicago River.

The following drawings were made: Copy of map showing proposed improvements on South Branch of Chicago River; copies and tracings of statements of cubic yards of material excavated from 1892 to 1896; plan for temporary structure at Pan Handle crossing; plan showing possibility of construction of side track to Loughran's land; plan of Wire Mills and Loughran tract for Law Department; map showing distances between Main Channel and Line "A," Atchison, Topeka and Santa Fe Railroad;

tracing of right of way on Contract Sections "A," "B" and "C."

Expenses for February will be approximately the same as for January.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer."

REPORT ON ORDINANCE AMENDING ORDINANCE CREATING POLICE DEPARTMENT.

Mr. Kelly, for the Joint Committee on Rules and Health and Public Order, presented a report from that Committee, with reference to and accompanied by ordinance, amending Section 8 of ordinance creating the Police Department, presented and referred to that Committee at the meeting held January 29, 1896 (page 3134 of the Proceedings), transmitting amended ordinance, and recommending that the same be adopted; and the report and accompanying amended ordinance were read.

Mr. Kelly, seconded by Mr. Carter, moved that the report be adopted, ordered printed, and, with enclosure, placed on file, the recommendations made in the report concurred in, and the accompanying amended ordinance passed.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, with enclosure, placed on file, the recommendations made in the report concurred in, and the accompanying amended ordinance passed.

The following is

THE REPORT, WITH ACCOMPANYING AMENDED ORDINANCE:

"CHICAGO, February 26, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Rules and Health and Public Order, to whom was referred, at the meeting of your Honorable Body held January 29, 1896 (page 3134 of the Proceedings), an ordinance amending Section 8 of ordinance creating the Police Department, passed at the meeting held July 12, 1893, beg leave to report that they have considered the same.

The ordinance referred to your Com—

mittee has been amended so as to include the President in the examination of applicants, and to provide that appointments shall be made by the President, with the concurrence of the Committee on Health and Public Order.

We transmit herewith draft of the ordinance as amended, and recommend that the same be adopted by the Board. The ordinance referred to us is also herewith returned, with the recommendation that the same be placed on file.

Respectfully submitted,

(Signed) B. A. ECKHART,
Chairman.
THOMAS KELLY,
THOMAS A. SMYTH,
Z. R. CARTER,

Joint Committee on Rules and Health and Public Order."

(Two (2) enclosures.)

The following is

THE ORDINANCE, AS AMENDED:

"Be it Ordained by the Board of Trustees of the Sanitary District of Chicago:

That Section 8 of the ordinance creating a Department of Police of the Sanitary District, adopted July 12, 1893, be and the same is hereby amended so as to read as follows:

SECTION 8. The President and the Committee on Health and Public Order shall consider all applications for positions on the police force, and, under the directions of the President and said Committee, such examination of applicants shall be made as shall be prescribed under the rules adopted by the Board of Trustees. Applicants having passed a satisfactory examination shall be placed on a list of eligibles, from which, only, appointments to the force shall be made by the President, with the concurrence of the Committee on Health and Public Order."

REQUEST FOR EXTENSION OF TIME ON CONTRACT FOR SECTION D.

The Clerk presented a communication from E. D. Smith & Co., contractors for Section D, requesting an extension of time on the contract for said section to July 1, 1896, as set forth in the communication; and the communication was read.

Mr. Mallette, seconded by Mr. Carter,

moved that the communication be ordered printed and referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously, and the communication was ordered printed and so referred.

The following is

THE COMMUNICATION:

"CHICAGO, Ill., Feb. 26th, 1896.

To the the Board of Trustees, Sanitary District of Chicago:

GENTLEMEN—On account of having unexpectedly found rock in the bottom of excavation on Section D, we would ask an extension of our contract time to July 1, 1896.

Yours respectfully,

(Signed) E. D. SMITH & Co."

NOTICE OF COMPLETION OF EXCAVATION ON SECTION 14, REQUEST FOR PAYMENT FOR LEVEE WORK, PROFIT ON DRY RUBBLE WALL, NOT BUILT, AND OF RESERVED PERCENTAGE, AND OFFER FOR SALE OF POWER PLANT AND BRIDGE.

The Clerk presented a communication from Smith & Eastman, contractors for Section 14, being notice of completion of the excavation on said Section, and request for payment for certain levee work and for profit on dry rubble wall, not built, and also for payment of reserved percentage under the contract, and offering for sale the power plant and bridge on said section, all as set forth in the communication.

Mr. Mallette, seconded by Mr. Kelly, moved that the communication be referred to the Joint Committee on Judiciary and Engineering without reading.

The motion prevailed unanimously, and the communication was so referred.

CLAIM OF HEGGIE BROTHERS FOR MATERIAL AND LABOR FURNISHED ON SECTION 14.

The Clerk presented a communication from Heggie Brothers, Joliet, Illinois, being claim for material and labor said to have been furnished on Section 14, for which Smith & Eastman are contractors, as set forth in the communication.

Mr. Jones, seconded by Mr. Mallette, moved that the communication be referred to the Joint Committee on Judiciary and Engineering without reading.

The motion prevailed unanimously and the communication was so referred.

CLAIM OF MODESTO LENZI FOR WORK
ON SECTION C.

The Clerk presented a communication from Modesto Lenzi, being claim for work said to have been done on Section C, for which the Western Dredging and Improvement Company are contractors, as set forth in the communication.

Mr. Mallette, seconded by Mr. Smyth, moved that the communication be referred to the Joint Committee on Judiciary and Engineering without reading.

The motion prevailed unanimously, and the communication was so referred.

ADJOURNMENT.

On motion of Mr. Carter, seconded by Mr. Kelly, the Board then adjourned.



CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 4, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and fifth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, March 4, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held February 26, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Kelly.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department, Chief Engineer's roll (February, 1896)....	\$ 1,216 67
Engineering Department, Division of Construction (February, 1896)	4,352 14
Engineering Department, Division of Drafting and Designing (February, 1896).....	2,849 80

Engineering Department, Division of Records (February, 1896).....	\$ 983 67	
Engineering Department, Special Service roll (February, 1896).....	225 00	
Engineering Department, Discharged Men's roll (February, 1896)...	13 33	
		\$ 9,640 61
Clerical Department, Clerk's roll (February, 1896).....		833 33
Law Department, Attorney's roll (February, 1896).....	\$ 1,288 34	
Law Department, Joliet roll (February, 1896).....	458 33	
		\$ 1,746 67
Treasury Department, Treasurer's roll (February, 1896).....		166 67
General Account, General roll (February, 1896).....	\$ 50 00	
General Account, Towpath roll (February, 1896).....	127 00	
General Account, Trustees' roll (February, 1896).....	2,333 33	
		\$ 2,510 33
Police Department, Marshal's roll (February, 1896).....		3,261 65
Total.....		\$18,159 26

ENGINEERING DEPARTMENT.

F. Mayer & Co. (blue prints).....	\$ 82 74	
John McCaffery, (rent, Brighton Park, February, 1896)	25 00	
J. M. Abbitt, (rent, Willow Springs, February, 1896).....	20 00	
W. A. Olmsted, (mounting blue prints).....	7 75	
Fairbanks, Morse & Co., (grips, cement tester).....	3 50	
Robt. W. Hunt & Co., (scale)	13 15	
Chicago Towel Supply Co., (toweling).....	5 40	
C. S. Austin, (ice).....	12 00	
Geo. W. Hill, (coal)	13 00	
		\$ 182 54

CLERICAL DEPARTMENT.

Huston, Ashmead, Wilson Co. (letter heads).....	\$ 17 00	
C. S. Austin, (ice).....	3 00	
		\$ 20 00

LAW DEPARTMENT.

Frank Shepard, (Illinois Annotations).....	\$ 3 50	
C. S. Austin, (ice).....	3 00	
		\$ 6 50

GENERAL ACCOUNT.

Huston, Ashmead, Wilson Co., (warrants and plate).....	\$ 90 40	
Western Bank Note and Engraving Company, (engraving bonds)..	582 50	
The Chicago Herald Company, (advertising bonds).....	24 00	
The Chicago Daily News Company, (advertising bonds).....	24 00	
Victor F. Lawson, Publisher, (advertising bonds).....	16 00	
The Tribune Company, (advertising bonds).....	24 00	
The Chicago Chronicle Company, (advertising bonds).....	16 00	
The Inter Ocean, (advertising bonds).....	12 00	
The Chicago Evening Post Company, (advertising bonds).....	12 00	
The Chicago Dispatch, (advertising bonds).....	16 00	
Chicago Evening Journal, (advertising bonds).....	12 00	
The Chicago Daily Sun, (advertising bonds).....	8 00	
"Der Republikaner," (advertising bonds).....	10 00	
Illinois Staats-Zeitung Company, (advertising bonds).....	12 50	
German-American Publishing Company, (advertising bonds).....	12 50	
The Abendpost Company, (advertising bonds).....	10 00	
Chicago Arbeiter-Zeitung Publishing Company, (advertising bonds).....	10 00	
John Anderson Publishing Company, (advertising bonds).....	12 00	
The Economist Publishing Company.....	12 00	

Chas. H. Fuller's Advertising Agency, (advertising bonds).....	\$ 298 00	\$ 1,213 90
POLICE DEPARTMENT.		
Moore & Janes, (insurance Sag Station).....	\$	18 50
Grand total.....		\$19,600 70

Mr. Boldenweck, seconded by Mr. Smyth, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending February 29, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, March 4, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report here-with the number of employes in each department for the week ending February 29, 1896, as the same have been reported to me:

Engineering department.....	90
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	41
Towpath force.....	2
Telephone operator.....	1

Total employes..... 146

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of February, 1896.

The same was read, and, by unanimous

consent, was ordered printed and placed on file.

The following is

THE REPORT

"Balance on hand at date of last report.....	\$ 389,251.72
Received from Collector South Town, Sanitary District tax account...	\$ 100,000.00
Received from Collector Town of Jefferson, Sanitary District tax account.....	3,000.00
Received from James Reddick, Clerk, Engineering Department, sale of photographs. .	20 10
Received from First National Bank and Illinois Trust and Savings Bank for 250 bonds of \$1,000 each, of the fifth issue	250,000.00
Premium on 800 bonds per their agreement of February 19, 1896. .	5,076.00
Accrued interest on 250 bonds, Feb. 1st to Feb. 15th.....	431.51
Received from National Bank of Illinois, interest for February.....	119.56
Received from Chicago National Bank, interest for February.....	126.54
Received from Globe National Bank, interest for February.....	162.83
Received from Ft. Dearborn National Bank, interest for February. .	128.93
Received from Metropolitan National Bank, interest for February. .	135.95
Received from Garden City Banking & Trust Company, interest for February.....	52.49

Total cash received for month..... \$359,253.91

Total cash disbursed during month as per an-

\$748,505.63

nexed schedules, viz:

Clerical Department....	\$ 261.60	
Treasury Department..	166.67	
Engineering Departm't	447.87	
Engineering Departm't, Construction Account (paid warrants against tax levy of 1895).....	95,259.42	
Law Department.....	506.63	
Police Department.....	135.03	
General Account.....	3,317.25	
Interest Account.....	4,175.17	
		\$ 104,269.64
Balance this date, in banks as per schedule endorsed hereon		*\$ 644,235.99

*Of the \$644,235.99 on hand, \$266,-
457.85 is the balance of the appro-
priation of \$1,000,000.00 made by or-
dinance of October 9, 1895, for the
payment of District bonds and in-
terest, leaving the net available
cash balance this date..... \$377,778.14

(Signed) MELVILLE E. STONE,
Treasurer.

CHICAGO, February 29th, 1896."

SCHEDULE:

Fort Dearborn National Bank.....	\$112,122.08
Metropolitan National Bank.....	115,859.95
Chicago National Bank.....	112,638.08
Globe National Bank.....	125,649.48
National Bank of Illinois.....	113,962.61
Garden City Banking and Trust Company.....	63,003.79
Total.....	\$644,235.99

REPORT AND ORDER ON PAYMENT TO
ILLINOIS TRUST AND SAVINGS BANK
OF INTEREST UNDER AGREEMENT
FOR PURCHASE OF TAX-LEVY
WARRANTS.

The Clerk presented a report from the
Treasurer, transmitting statement from
the Illinois Trust and Savings Bank,
with reference to interest under agree-
ment of December 11, 1895, for the pur-
chase of tax-levy warrants; and the re-
port was read.

In connection with the report, Mr.
Wenter, Chairman of the Committee on
Finance, presented an order, authorizing
and directing the Clerk to pay the Illinois
Trust and Savings Bank interest to
March 1, 1896, as provided in the order;
and the order was read.

Mr. Wenter, seconded by Mr. Carter,
moved that the report be ordered printed,
and, with enclosure, placed on file, the
order adopted, and the Clerk authorized

and directed to pay interest, as provided
therein.

On roll-call the vote stood: Yeas—
Messrs. Boldenweck, Braden, Carter,
Eckhart, Jones, Kelly, Smyth and Wen-
ter—eight (8). Nays—None.

Upon which result the President de-
clared the motion carried, the report
ordered printed, and, with enclosure,
placed on file, the order adopted, and
the Clerk authorized and directed to pay
interest, as provided therein.

The following is

THE REPORT:

"CHICAGO, March 2d, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—The enclosed statement
from the Illinois Trust and Savings
Bank, regarding the payment of in-
terest for month of February, under
their contract of December 11th, 1895, I
wish to submit to your Honorable Body
for your information and for such action
as may seem proper.

I have investigated their statement
and find their claim of \$1,493.10 for Feb-
ruary interest is correct.

Very respectfully,

(Signed) MELVILLE E. STONE,
Treasurer.

By A. B. CLEGHORN,
Assistant Treasurer."

(Accompanied by statement.)

The following is

THE ORDER:

"Ordered, That the Clerk of this Dis-
trict be and he is hereby authorized and
directed to draw a warrant on the Treas-
urer, payable to the order of the Illinois
Trust and Savings Bank, in the sum of
one thousand four hundred ninety-three
and ten one-hundredths (\$1,493.10) dol-
lars, in full of interest due March 1, 1896,
under agreement between the District
and said Illinois Trust and Savings Bank,
bearing date the 11th day of December,
1895, for the purchase of tax-levy war-
rants; said sum to be charged to the In-
terest Account of the District and to be
drawn from funds heretofore appropri-
ated on October 9, 1895, for the payment
of interest on tax-levy warrants."

RESIGNATION OF MARSHAL.

The Clerk presented the resignation of

Mr. Edward Williams, as Marshal of the District; and the same was read.

Mr. Boldenweck, seconded by Mr. Braden, moved that the resignation of Mr. Edward Williams, as Marshal of the District, just presented, be accepted, to take effect March 31, 1896.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the resignation of Mr. Edward Williams, as Marshal of the District, accepted, to take effect March 31, 1896.

The following is

THE RESIGNATION:

“CHICAGO, March 4, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Having completed a business arrangement which will occupy my entire time after April 1st, 1896, I hereby tender my resignation as Marshal of the Sanitary District of Chicago, and ask to be relieved not later than the date above mentioned.

I desire to express my thanks to the individual members of the Board for the kind personal treatment I have always received from them and the cordial support that has been accorded me in the administration of my office.

Very respectfully submitted,

(Signed) EDWARD WILLIAMS.”

ELECTION OF MARSHAL OF DISTRICT.

Mr. Boldenweck, seconded by Mr. Braden, moved that Mr. Edward J. Coen be elected Marshal of the District, vice Mr. Edward Williams, resigned.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and Mr. Edward J. Coen duly elected Marshal of the District, vice Mr. Edward Williams, resigned.

AMENDMENT TO AGREEMENT FOR EXTENSION OF TIME AND WITHDRAWAL OF CERTAIN NOTICE ON CONTRACT FOR SECTION H.

Mr. Boldenweck presented an order, amending the supplemental agreement with Gahan & Byrne, providing for extension of time and withdrawal of certain notice on the contract for Section H, presented at the meeting held December 2, 1895, (page 2989 of the Proceedings) as provided in the order; and the order was read.

Mr. Boldenweck, seconded by Mr. Carter, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the order adopted, and the supplemental agreement with Gahan & Byrne on Section H, amended, as provided therein.

The following is

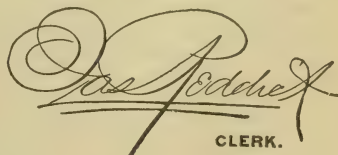
THE ORDER:

“*Ordered*, That the agreement between this District and Gahan and Byrne, bearing date the 25th day of November, 1895, for an extension of time and withdrawal of certain notice on contract for Section H, and authorized by this Board at the meeting held December 2, 1895, be and the same is hereby amended by adding at the end of the sixth line of the second page thereof the words, ‘and both parties placed with reference to such notice as though the same had not been given.’

Ordered, further, That the President and Clerk be and they are hereby authorized and directed to execute said agreement, so amended, on behalf of this District.”

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Jones, the Board then adjourned.


CLERK.

March 4,]

—3257—

[1896.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 11, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, March 11, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Smyth and Wenter—six (6) members, were present.

MINUTES.

The minutes of the regular meeting held March 4, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Braden.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Huston, Ashmead, Wilson Co. (letter heads and envelopes).....	\$ 15 75
Keuffel & Esser Co. (drafting material).....	1 92
Fuller & Fuller Co. (photo supplies).....	3 81
Ayres & Wygant, (rent, Corwith, February, 1896).....	15 00

H. S. Norton, (rent, Lemont, February, 1896).....	\$ 18 00	
O. W. Moon, (rent, Lockport, February, 1896).....	20 00	
Waukesha Hygeia Mineral Springs Co. (water).....	7 50	
P. F. Pettibone & Co. (stationery).....	7 00	
Frederick Young, (tin tubes).....	10 20	
Wagner Bros. (boarding horse).....	12 00	
Robt. W. Hunt & Co. (sieves, cement testing).....	18 55	
Joseph Carlin, (gauge reading, February, 1896).....	10 00	
Wm. McGinnis, (gauge reading, February, 1896).....	10 00	
Mary Rusk, (gauge reading, February, 1896).....	10 00	
E. Hastings, (gauge reading, February, 1896).....	10 00	
Wm. Kirkham, (gauge reading, February, 1896).....	10 00	
E. R. Shnable, (traveling and expense).....	16 15	
H. B. Alexander, (traveling and expense).....	16 98	
Chas. L. Harrison, (traveling and expense).....	32 21	
		\$ 245 07

CLERICAL DEPARTMENT.

Huston, Ashmead, Wilson Co. (envelopes).....	\$ 6 00	
John F. Higgins, (postal cards and printing).....	11 50	
Warner's Towel Supply, (towelings).....	2 00	
		\$ 19 50

LAW DEPARTMENT.

Waukesha Hygeia Mineral Springs Company (water).....	\$ 3 75	
Warner's Towel Supply, (towelings).....	1 50	
		\$ 5 25

GENERAL ACCOUNT.

John F. Higgins, (printing proceedings, etc.).....	\$ 352 26	
W. G. Earnshaw, (livery).....	12 00	
Stephenson & Keller, (livery).....	7 00	
		\$ 371 26
Total.....		\$ 641 08

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott, (Section 1, February 29, 1896).....	\$10,929 28	
McArthur Brothers, (Section 2, February 29, 1896).....	4,760 00	
Mason, Hoge & Co. (Section 6, February 29, 1896).....	12,991 12	
Mason, Hoge & Co. (Section 7, February 29, 1896).....	8,841 87	
Mason, Hoge, King & Co. (Section 8, February 29, 1896).....	5,690 34	
Mason, Hoge & Co. (Section 12, February 29, 1896).....	1,911 05	
Mason, Hoge & Co. (Section 13, February 29, 1896).....	1,481 57	
Smith & Eastman, (Section 14, February 29, 1896).....	3,385 37	
Wright, Meysenburg, Sinclair & Carry, (Section 15, February 29, 1896)	4,491 38	
Heldmaier & Neu, (Section A, February 29, 1896).....	6,538 44	
Heldmaier & Neu, (Section B, February 29, 1896).....	1,582 87	
Western Dredging and Improvement Company, (Section C, February 29, 1896).....	1,357 12	
Angus & Gindele, (Section E, February 29, 1896).....	1,346 63	
Gahan & Byrne, (Section G, February 29, 1896).....	824 92	
Gahan & Byrne, (Section H, February 29, 1896).....	959 42	
		*\$ 67,091 38
Grand total.....		\$ 67,732 46

Mr. Smyth, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Smyth and Wenter—six (6). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition:

No. 528, Engineering Department, (cement testing machine, etc.)..... \$ 185 00

Mr. Boldenweck, seconded by Mr. Carter, moved that Requisition No. 528, for the Engineering Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden Carter, Eckhart, Smyth and Wenter—six (6). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 528, for the Engineering Department, as read and shown above, allowed.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending March 7, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, March 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employees in each department for the week ending March 7, 1896, as the same have been reported to me:

Engineering department.....	91
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	41

Towpath force.....	2
Telephone operator.....	1

Total employees..... 147

Respectfully submitted,

(Signed)

JAS. REDDICK,

Clerk.”

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of February, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, March 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of and charged to the Clerical Department during the month of February, 1896, was \$128.34, divided as follows:

Vault fittings and safe.....	\$ 65 00
Stationery.....	58 34
General expenses.....	5 00
Total.....	\$ 128 34

There are no outstanding liabilities, and the expenses for the present month will, from present indications, be about \$950.00.

The total amount expended and charged to the General Account during the month of February, 1896, was \$446.86, divided as follows:

Printing.....	\$ 340 72
Setting tablet, Section 10.....	25 96
General expenses.....	80 18
Total.....	\$ 446 86

There are no outstanding liabilities against the General Account, and the expenses for the present month will be about \$3,000.00.

During the month of February, 1896, there were regular warrants authorized and drawn against the various accounts for \$3,572.96, as follows:

Engineering Department.....	\$ 667 75
Clerical Department.....	128 34

Law Department.....	\$ 99 53
General Account.....	448 86
Police Department.....	184 94
Interest Account.....	2,045 54
Total.....	<u>\$ 3,572 96</u>

As directed by your Honorable Body at the meetings held October 9 and December 11, 1895, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of February, 1896, were paid in tax-levy warrants, with six (6) per cent interest coupons attached, drawn against the tax levy for 1895. The total of said warrants issued to February 29, 1896, has been \$1,626,309.61, and of this amount, the sum of \$95,259.42 was redeemed during the month, and attached coupons for accrued interest on this amount to date of redemption, amounting to \$2,129.63, were paid by the Treasurer, for which no warrant was required. The total expenditures, therefore, for the month were as follows:

Engineering Department (Construction Account), tax-levy warrants.....	\$148,172 45
Regular warrants issued.....	3,572 96
Interest on tax-levy warrants redeemed.....	2,129 63
Total.....	<u>\$153,875 04</u>

Of the balance of the \$1,000,000 appropriated for the payment of District Bonds and interest on bonds and tax levy warrants, there were expenditures

during February, 1896, to the amount of \$4,175.17, leaving the unexpended balance of the appropriation \$266,457.85.

Respectfully submitted,

(Signed)

JAS. REDDICK,

Clerk."

CLAIM OF BATES MACHINE COMPANY FOR MATERIAL AND LABOR FURNISHED ON SECTION 14.

The Clerk presented a communication from the Bates Machine Company, Joliet, Illinois, being claim for material and labor said to have been furnished on Section 14, for which Smith & Eastman are contractors, as set forth in the communication.

Mr. Wenter, seconded by Mr. Smyth, moved that the communication be referred to the Joint Committee on Judiciary and Engineering without reading.

The motion prevailed unanimously, and the communication was so referred.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Carter, the Board then adjourned.


CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

MARCH 18, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and seventh regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, March 18, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9) members, were present.

MINUTES.

The minutes of the regular meeting held March 11, 1896, were approved as

printed, on motion of Mr. Kelly, seconded by Mr. Boldenweck.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Henry Gebhardt, (repairing furniture).....	\$ 7 42
Ebin J. Ward, (expert services).....	99 17
W. T. Keating, (traveling and expense).....	22 92
	\$129 51

CLERICAL DEPARTMENT.

C. F. W. Junge, (postage stamps)	\$ 20 00
--	----------

LAW DEPARTMENT.

C. S. Deneen, (expense)....	\$ 22 63
Grand total.....	\$172 14

Mr. Mallette, seconded by Mr. Kelly

moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending March 14, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, March 18, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report here-with the number of employes in each department for the week ending March 14, 1896, as the same have been reported to me:

Engineering department.....	91
Clerical department.....	4
Law department.....	7
Police department.....	42
Towpath force.....	2
Telephone operator.....	1

Total employes..... 147

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

REQUEST FOR AUTHORITY TO RENT TEMPORARY SURVEY QUARTERS.

The Clerk presented a report from the Chief Engineer, requesting authority for the renting of temporary quarters for the special survey party, as set forth in the report, and asking approval of his action with reference thereto; and the report was read.

Mr. Mallette, seconded by Mr. Carter, moved that the report be ordered printed and placed on file, the action of the Chief Engineer approved and the authority requested in the report granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight (8). Excused and not voting—Mr. Jones—one (1). Nays—None.

Upon which result the President declared the motion carried, the report ordered printed and placed on file, the action of the Chief Engineer approved and the authority requested in the report granted.

The following is

THE REPORT:

"CHICAGO, March 17, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—To save the time of the men and also car fares, I have authorized Mr. Keating, Assistant Engineer in charge of the special survey party, to rent a room convenient to his work for storing instruments and supplies and for use as a rendezvous for his men morning and evening, and on days when the weather is too stormy for work. The location of this office to be changed from time to time so as to be convenient to the work. The rate of rental not to exceed \$15.00 per month and the amount paid to be shown, with the receipts attached, upon Mr. Keating's monthly expense voucher. I therefore ask you to confirm my action in this matter and authorize the continuance of above arrangement.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of February, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, March 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I respectfully submit my report for February, 1896.

The following are the expenses of the

Law Department for the month of February, 1896:

Expense account..... \$48 30
 Printing and stationery... 51 23
 ——— \$99 53

The various matters which have been under consideration and acted upon by this Department and the several matters coming under its notice may be summarized as follows:

The petition of the District in the Supreme Court of Illinois for a rehearing in the Loughran Case has been printed and filed with the Court.

Preparing and settling agreement with the First National Bank of Chicago and Illinois Trust and Savings Bank for the purchase of \$800,000 bonds of the District.

Preparation of ordinance reducing the authorized fifth issue of bonds from \$900,000 to \$800,000.

Further consideration in the matter of the claims of the creditors of The Heidenreich Company, also various claims for damages claimed of the District from overflow in the Desplaines Valley and otherwise.

Consideration of question of Santa Fe and other railroad and bridge crossings.

Preparation of agreements for inspection of structural iron and steel for the controlling works at Lockport.

Preparation for trial in Will County of the condemnation suit of the District vs. Baker Wire Mill Company et al.

Prevention of trespassing on the lands of the District in Will County, which has been giving the local agents of the Department great trouble and annoyance.

Consideration of various other municipal, railroad and property questions not yet ripe for a report.

General routine work.

The coming month will be occupied in considering various crossing questions; consideration of claims against the District; and preparing for and attending to the various litigation of the District; preparation of contracts and routine work.

Very respectfully,

(Signed)

C. S. DENEEN,

Attorney."

ANNUAL REPORT FROM POLICE DEPARTMENT FOR 1895.

The Clerk presented the annual report from the Police Department for the year ending December 31, 1895.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, March 18, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to submit my annual report for the year ending December 31st, 1895.

While no serious disturbances have occurred in the Sanitary District, the vigorous prosecution of the work, during the last year, has furnished employment for a very large number of men, and this activity and influx of laborers tended to invite a large criminal element, which in turn have been made worse by the great number of saloons and their location in out of the way places, and away from the public thoroughfares. To protect the honest laborers, the quiet respectable citizens and the contractors upon the work against the assaults and encroachments of this army of scoundrels, has been a task quite hard to accomplish with the forty-five men constituting our police force, and but for the honesty, efficiency and faithful service of our officers, would have been impossible.

Besides the service above referred to, during the summer months almost daily excursions were made to the District over one or the other of the railroads, bringing thousands of visitors to inspect the work. We have detailed men on all these excursion trains, and the safety and comfort of the visitors have been looked after during their stay.

I am happy to state that no one visiting the work for the purpose of inspection or sight-seeing has been molested or in any way injured during the year. Notwithstanding the long distance to be covered (nearly 30 miles), and with all the difficulties surrounding our work, with abundant opportunity of hiding and escape of criminals, few serious offences have been committed, but little property has been stolen and destroyed, and few persons who committed offences evaded punishment. No attempts at destruction or arson of railroad or contractors' property has succeeded, a fact mainly due, as

I believe, to the practical certainty of arrest. No gambling or public violation of morals has existed in the District where our Department had jurisdiction. We have maintained harmonious relations with the authorities of the several villages, have co-operated with them and aided them in every way possible, no conflict of authority has occurred, and the harmonious relations still exist. We have protected railroad property and travel, as I believe, to the satisfaction of the railroad officials and employes, ship-pers and the traveling public. A complete record has been kept of all injuries and casualties, and every possible assistance rendered to the sick or injured, and care given to the dead. Nine insane persons have been cared for and taken to the hospital. But few changes have been made in the personnel of the force. No member of the force has died since the organization of the Department.

Following is a summary of the work done by the Department during the year:

Total number of arrests.....	837
Total fines imposed.....	\$5,921.25
Committed to County Jail.....	98
Held to Criminal Court.....	72
Committed to Bridewell.....	18
Sent to County Hospital.....	23
Sent to hospitals other than County....	34
Dead cared for.....	47
Sick and injured cared for.....	21

(The dead and injured includes those killed or injured on railroads, drowned, and from natural causes.)

The arrests were for offences classified as follows:

Assault.....	127
Assault with deadly weapon.....	21
Assault with intent to commit rape.....	3
Assault with intent to rob.....	9
Assault with intent to kill.....	8
Assaulting an officer.....	4
Attempt to commit larceny.....	3
Attempt to commit murder.....	5
Assisting prisoner to escape.....	3
Burglary.....	12
Burglary on railroad cars.....	6
Carrying concealed weapons.....	39
Crime against nature.....	4
Criminal assault.....	2
Disorderly.....	231
Disorderly on railroad trains.....	3
Defrauding an inn-keeper.....	4
Exposing person.....	8
Fugitives from justice.....	9
Gambling.....	6
Horse-stealing.....	4
Inmates of house of ill-fame.....	39
Inmates of gambling house.....	12
Interfering with an officer in discharge of duty.....	3

Keeping gambling house.....	2
Keeping disorderly house.....	4
Larceny.....	38
Larceny from railroad cars.....	14
Murder.....	17
Mayhem.....	8
Malicious mischief.....	5
Obtaining goods under false pretense.....	3
Passing counterfeit money.....	3
Rape.....	2
Receiving stolen property.....	4
Resisting an officer.....	11
Robbery.....	36
Selling liquor without license.....	41
Shooting inside corporate limits.....	5
Threats.....	12
Vagrancy.....	44
Withholding property.....	2
All other offences.....	21

I apprehend the coming year will be even more important, from a police standpoint, than the year just closed has been.

Some more effective way of dealing with vagrants and petty criminals, than fining and committing to the county jail should be devised, and I heartily recommend that a contract be made with the city bridewell as is done by other municipalities.

Most respectfully submitted,
(Signed) EDWARD WILLIAMS,
Marshal."

CLAIM OF REPAUNO CHEMICAL COMPANY FOR MATERIAL FURNISHED ON SEC- TION 14.

The Clerk presented a communication from Cary & Cary, Attorneys for the Repauno Chemical Company, enclosing bill, being claim for material said to have been furnished on Section 14, for which Smith & Eastman are Contractors, as set forth in the communication.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the communication and bill be referred to the Joint Committee on Judiciary and Engineering without reading.

The motion prevailed unanimously, and the communication and bill were so referred.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Smyth, the Board then adjourned.


CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

MARCH 25, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and eighth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, March 25th, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held March 18, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Smyth.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Cameron, Amberg & Co. (stationery).....	\$ 60 00
Stromberg, Allen & Co. (stationery).....	44 00
Rand, McNally & Co. (mounting map).....	1 75
	— \$ 105 75

GENERAL ACCOUNT.

James Doran (wagon).....	\$ 20 00	
James Reddick (expense).....	5 30	
		\$ 25 30

POLICE DEPARTMENT.

Daniel E. Tracy (horse shoeing).....	\$ 24 25	
J. H. Tedens & Co. (sundries).....	8 55	
		\$ 32 80
Total.....		\$ 163 85

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott, (Section 1, March 16, 1896).....	\$14,514 58	
McArthur Brothers, (Section 2, March 16, 1896).....	5,530 00	
McArthur Brothers, (Section 4, March 16, 1896).....	871 50	
Mason, Hoge & Co. (Section 6, March 16, 1896).....	11,081 75	
Mason, Hoge & Co. (Section 7, March 16, 1896).....	9,261 00	
Mason, Hoge, King & Co. (Section 8, March 16, 1896).....	6,998 47	
Wright, Meysenburg, Sinclair & Carry, (Section 15, March 16, 1896)..	5,265 75	
Heldmaier & Neu, (Section A, March 16, 1896).....	10,531 16	
Heldmaier & Neu, (Section B, March 16, 1896).....	4,536 00	
Western Dredging and Improvement Company, (Section C, March 16, 1896).....	1,788 94	
Angus & Gindele, (Section E, March 16, 1896).....	850 50	
Mason, Hoge & Co. (Section 6, levees and rip-rap, March 16, 1896)..	653 00	
McMahon & Montgomery Co., et al. (Section O, extra work, temporary crossing at Western avenue, October, 1895).....	3,984 54	
		*\$75,847 19
Grand total.....		\$ 76,011 04

*Paid by warrants, with interest coupons attached, drawn against the tax levy of 1895.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending March 21, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, March 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending March 21, 1896, as the same have been reported to me:

Engineering department.....	93
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	43
Towpath force.....	2
Telephone operator.....	1

Total employes..... 151

Respectfully submitted,

(Signed)

JAS. REDDICK,

Clerk."

REQUISITION FOR STENOGRAPHER FOR CLERICAL DEPARTMENT.

The Clerk presented a report making requisition for authority to employ one (1) stenographer and typewriter for the Clerical Department, as set forth in the report; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be ordered printed and placed on file, and the authority requested therein granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report ordered printed and placed on file, and the authority requested therein granted.

The following is

THE REPORT:

“CHICAGO, March 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—As several members of your Honorable Body have suggested the propriety and desirability of having verbatim reports kept of the meetings of the Board and of its Committees, I hereby make requisition for authority to employ one (1) stenographer and typewriter at a salary not exceeding the rate of seventy-five (\$75) dollars per month.

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.”

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of February, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, March 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the

reports of the Divisions of Construction and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of February, 1896; also a classified statement of expenses to March 1, 1896.

The expenses for the month of February were as follows:

Salaries.....	\$ 9,628 11
Supplies, etc.....	647 65
Regular contractors' estimates.....	131,511 16
Extra contractors' estimates.....	641 00

Total..... \$ 142,427 92

I estimate the expenses of this Department for the month of March will be \$150,000.00.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Acting Chief Engineer.”

“CHICAGO, March 23, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—I herewith present my report of the Construction Department for the month of February, with the usual tabulated statement showing the amount of work done during the month and the status of the same on the 1st inst.

Work was practically suspended on all but a few of the rock sections and also on most of the earth sections, so that a summary of the work done will be equivalent to the usual detailed statement.

The only earth section upon which any effort was made toward progress was Section “A” which is farthest in arrears and, considering the weather and season of the year, a creditable showing was made.

Estimates were returned upon the several sections for the month of February as follows:

SECTION.	Glacial Drift Cu. Yds.	Solid Rock Cu. Yds.	Total Yardage.	Value of Work Done.
O.....				
N.....				
M.....				
L.....				
K.....				
L.....				
H.....	3,781		3,781	\$ 1,096 49
G.....	3,367		3,367	942 76
F.....				
E.....	5,700		5,700	1,539 00
D.....				
C.....	11,400		11 400	2,679 00
B.....	16 600		16.600	4,482 00
A.....	59,500		59 500	18 221 88
1.....	20,700	18,700	39,400	23,840 30
2.....		15,800	15 800	12,640 00
3.....				
4.....				
5.....				
6.....		34,300	34,300	25,210 50
7.....	8,900	23,200	32,100	19,366 00
8.....		20,300	20,300	15,174 25
9.....				
10.....				
11.....				
12.....	1,499	3 267	4,766	3,452 05
13.....	388	1,765	2,153	1,693 22
14.....		13 200	13,200	9,636 00
15.....		17,500	17,500	10,325 00
Total.....	131,835	148,032	279,867	\$150,298 45

During the period of suspension machinery is being overhauled and repaired and plants gotten in order for operation during the current season.

Respectfully submitted,

(Signed) U. W. WESTON,
Supt. of Construction."

"CHICAGO, March 10. 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of February was as follows:

The work on the regulating works and tail race was continued. The survey along the north branch was continued and the river was sounded from Webster avenue to C. & N. W. R. R. bridge.

Considerable time was given to miscellaneous hydraulic data pertaining to the Desplaines, Illinois and Mississippi Rivers, and also to discharge measurements taken in December, 1895, in the Chicago and Desplaines Rivers.

Considerable work was done on designs for bridges at Western avenue, and also on bridge for Pan Handle crossing.

The testing of cement was continued, as was also the work of preparing record photographs and maintenance of water gauges.

Miscellaneous work was done pertaining to plans for improving South Branch, inspection of Main Channel and improvement of Stock Yards slips.

The regular platting was continued on the following maps: The watershed map of Chicago and vicinity; parts 1, 2 and 3 of the general topographical map; the two contour maps between Lemont and Lockport and the 200-foot scale map of the Chicago River.

Some work was done on a map of part of the North Branch of the Chicago River and on a right of way map for the Law Department.

The following drawings were made: Plan of proposed bridge at Pan Handle crossing; four copies of profile of Pan Handle crossing; tracings of details for regulating works; map showing proposed change of A., T. & S. F. R. R. tracks at Corwith; profile of proposed change of A., T. & S. F. tracks near Summit and tracings of diagrams, etc., of flood measurements at Gary.

Expenses for March will be approximately the same as for February.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer."

SANITARY DISTRICT OF CHICAGO — ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF FEBRUARY, 1896.

CLASSIFICATION.	Eng. Expenses.		Construction.		Total for Month.		Previously Reported.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses.	Construction.	Eng. Expenses.	Construction.	Eng. Expenses.	Construction.
Preliminary Sundries.....							\$190,633 75		\$190,633 75	
Locating Route, Main Channel.....							32,232 94		32,232 94	
Borings and Test Pits.....		\$ 2 00			\$ 2 00		17,461 50		17,461 50	
Maps and Plans for Board Rooms and General Use Sanitary District.....	\$ 600 25	39 23			639 48		40,556 13		41,195 61	
Chicago River Survey.....	984 95	49 71			1,034 66		37,838 38		38,873 04	
Right of Way.....	109 00				109 00		20,838 37		20,937 37	
Flood Measurements.....	466 68	72 77			539 45		20,883 77		21,433 22	
Disposal Works at Lockport.....	347 00				347 00		25,338 91		25,713 58	
Regular Construction.....	6,053 56	432 12	\$131,511 16		6,485 68	\$131,511 16	358,657 24	\$12,468 675 28	365,142 92	\$12,600,186 41
Extra Work—Main Channel.....							9,723 42	13,455 51	9,723 42	13,455 51
Extra Work—River Diversion.....							9,723 42	333,574 23	9,723 42	333,574 23
Levees, Trestles and Embankments.....				\$641 00		641 00	1,013 75	198,589 96	1,013 75	199,230 96
Spillway.....							1,754 91	20,518 41	1,754 91	20,518 41
Tow Path.....							5,246 04		5,246 04	
Building Western Stone Company's Bridge.....							1,157 03	19,029 03	1,157 03	19,029 03
Building Stephens Street Bridge.....							985 66	22,329 89	985 66	22,329 89
Building Atchison, Topeka & Santa Fe Bridge.....							770 72	16,738 80	770 72	16,738 80
Building Mt. Forest Foot Bridge.....	66 67				66 67		32 17		32 17	
Bldg. West. Av. Temp'y Bridge and Roadway.....	475 00				475 00		66 30	2,335 49	132 97	2,335 49
Building Pan Handle Bridge.....							1,050 13	7,756 19	1,050 13	7,756 19
Repairing and Moving Bridges.....							2,339 43		2,339 43	
Office Building at Sag.....							9,294 33	781 63	9,701 70	781 63
Saving of Building Sand.....	400 00	7 47			407 47		11,236 00		11,236 00	
Mortar, Sand and Cement Tests.....							1,496 75		1,496 75	
Saving of Dimension Stone.....							237 60		237 60	
Erosion Test.....							4,171 42		4,301 27	
Temporary Sanitary Relief.....	125 00	4 85			129 85		1,138 14		1,138 14	
Photographs of Works.....							5,283 82		5,283 82	
Public Reports.....							1,780 30		1,782 13	
Remasurement of Main Channel.....		11 83			11 83		71,947 23		71,947 23	
Effect of Main Channel water on Lake Levels.....										
General Account.....										
Totals.....	\$9,028 11	\$647 65	\$131,511 16	\$641 00	\$10,275 76	\$132,152 16	\$793,908 06	\$13,117,010 44	\$804,188 82	\$13,249,102 60

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS.	Vouchered to February		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.....	726,921		
N	Hayes Bros. et al.....	139,800		
M	The Heidenreich Co.....	718,650		
L	The Heidenreich Co.....	1,093,950		
K	Christie & Lowe.....	1,116,200		
I	Christie & Lowe.....	1,132,000		
H	Gahan & Byrne.....	622,748		
G	Gahan & Byrne.....	978,566		
F	Weir, McKechney & Co.....	705,193		
E	Angus & Gindele.....	955,363		
D	E. D. Smith & Co.....	1,682,400		
C	Western Dredging and Improvement Company.....	1,369,663		
B	Heldmaier & Neu.....	1,201,214		
A	Heldmaier & Neu.....	1,253,875		
1	Griffiths & McDermott.....	911,366	153,700	1,744
2	McArthur Bros.....	716,500	337,700	1,900
3	Gilman & Co.....	411,910	725,800	12,000
4	McArthur Bros.....	1,072,600	157,800	
5	Qualey Construction Company.....	856,100	169,500	27,010
6	Mason, Hoge & Co.....	663,800	435,500	28,500
7	Mason, Hoge & Co.....	181,300	825,600	5,800
8	Mason, Hoge & Co.....	49,600	1,103,500	2,800
9	Halvorson, Richards & Co.....	76,691	1,003,200	
10	E. D. Smith & Co.....	31,743	1,141,191	
11	Mason, Hoge & Co.....	44,032	989,050	
12	Mason, Hoge & Co.....	44,030	997,417	9,286.44
13	Mason, Hoge & Co.....	33,810	1,033,365	10,838
14	Smith & Eastman.....	365,200	1,014,300	
15	Wright, Meysenburg, Sinclair & Carry.....	32,100	418,500	
	Totals.....	19,187,325	10,506,123	99,878.44

	Cubic Yards
Main Channel, glacial drift (including 97,100 cu. yds. Collateral Channel).....	19,187,325
Main Channel, solid rock.....	10,506,123
River Diversion, glacial drift.....	1,154,260
River Diversion, solid rock.....	226,553
Rubble masonry.....	99,878.44

Total value regular contracts as estimated January 1, 1896.....	\$18,378,474 42
Total value of work vouchered February 29, 1896.....	14,376,386 71

Total remaining to be vouchered..... \$ 4,002,087 71

REGULAR CONTRACTS FEBRUARY 29, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.			
1896.						Work Vouchered for February, 1896.	Total Work Vouchered to February 29, 1896.	Total Work Remaining to be Vouchered.	
Remaining to be Vouchered.									
MAIN CHANNEL.									
IVER DIVERSION.									
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.					
		921,824			41.52		\$ 151,585 31	\$ 193,199 04	
		974,043			12.55		32,154 00	224,029 89	
		4,200			99.42		155,947 05	911 40	
		7,981			99.28		215,508 15	1,562 41	
		39,753			96.56		279,050 00	9,938 25	
		7,849			99.31		283,000 00	1,962 25	
		454,350			57.82	\$ 1,096 49	180,596 92	131,761 50	
		385,176			71.76	942 76	273,998 48	107,849 28	
158,234		384,066	16,724		63.76		216,615 66	128,594 94	
95,718		860,335	78,765		50.43	1,539 00	286,616 28	287,418 34	
		194,074	137,694		83.52		444,784 50	178,675 26	
		517,718			72.57	2,679 00	360,067 00	124,816 50	
		375,614			76.18	4,482 00	381,699 00	101,415 78	
		1,322,633	4,188		48.59	18,221 88	423,329 38	408,406 76	
		344,408	409,841	52,651	58.54	23,840 30	501,699 36	629,082 73	
		21,106	127,307	33,394	87.66	12,640 00	636,795 98	229,277 60	
		2,175	42,097	1,307	96.25		800,017 70	37,459 47	
		27,400	82,875	85,000	91.77		641,123 54	377,226 00	
		191,884	112,370	44,871	77.12		467,784 00	288,546 50	
		11,432	123,542		89.06	25,210 50	632,355 50	94,351 17	
			74,674	200	93.10	19,366 00	729,867 42	53,322 36	
			57,546	75	95.20	15,174 25	934,349 52	45,275 59	
			569		99.95		814,984 61	427 39	
			699		99.94		975,087 60	559 20	
			661		99.94		807,983 27	373 73	
			597		99.94	3,452 05	839,793 54	450 41	
			300		99.97	1,693 22	819,163 94	232 96	
		14,525	2,170	23,500	98.80	9,636 00	847,415 00	86,552 00	
		3,900	221,200	37,400	66.68	10,325 00	253,014 00	258,409 00	
154,260	226,553	7,066,966	1,493,819	278,398	77.62	\$150,298 45	\$14,376,386 71	\$4,002,087 71	

Total value of regular contract work vouchered February 29, 1896..... *\$14,376,386 71

Total value of collateral work vouchered February 29, 1896..... †673,387 60

Total value of all construction work vouchered February 29, 1896..... \$15,049,774 31

Reserved percentages, regular contracts..... \$1,795,954 86

Reserved current estimate, regular contracts..... 67,807 21

Reserved and current collateral contracts..... 4,615 25

1,868,377 32

Total paid for construction work, February 29, 1896..... \$13,181,396 99

*Overhaul to levee, Section 1, not included.

†Overhaul to levee, Section 1, included.

‡Total quantities and values being as given in revised estimate of January 1, 1896 (page 3177); with corrections to date.

REQUISITION FOR TWELVE MEN FOR SPECIAL SERVICE.

The Clerk presented a report from the Acting Chief Engineer, asking authority for the employment, during the present month, of twelve (12) men for special service, as set forth in the report: and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be ordered printed and placed on file, and the authority requested therein granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven (7). Nays—Mr. Jones—one (1).

Upon which result the President declared the motion carried, the report ordered printed and placed on file, and the authority requested therein granted.

The following is

THE REPORT:

"CHICAGO, March 25th, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Chief Engineer has employed, during the month of March, 1896, for the service of the Sanitary District, the following special employes in the capacity and at the rate of pay noted:

	<i>Per Month.</i>
Three "warehousemen" at.....	\$75 00
Two "cement testers" at.....	75 00
One "recorder of tests" at.....	75 00
Three "rodmen" at.....	75 00
Two "foundation inspectors" at..	75 00
One "stone inspector" at.....	75 00

You are respectfully requested to authorize the action taken by the Chief Engineer.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Acting Chief Engineer."

REPORT ON CLAIMS OF HEGGIE BROS., BATES MACHINE CO. AND REPAUNO CHEMICAL CO. FOR MATERIAL AND LABOR FURNISHED ON SECTION 14.

Mr. Mallette, Chairman, presented a report from the Joint Committee on Judiciary and Engineering, with reference to and accompanied by claims of Heggie Bros., Bates Machine Co., and the Repauno Chemical Co. for material and labor said to have been furnished on Section 14, for which Smith & Eastman are contractors, presented and referred to that Committee at the several meetings set forth in the report, recommend-

ing that the same be placed on file; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed, and, with enclosures, placed on file and the recommendation made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, with enclosures placed on file, and the recommendation made in the report concurred in.

The following is

THE REPORT:

"CHICAGO, March 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Judiciary and Engineering, to whom were referred at the meetings of your Honorable Body held February 26, March 11 and March 18, 1896, (pages 3250, 3261 and 3265, respectively, of the Proceedings), communications from Heggie Brothers, Bates Machine Company and Cary & Cary, attorneys for the Repauno Chemical Company, being claims for material and labor said to have been furnished on Section 14 of the Main Channel, respectfully report that after a careful consideration of the various claims, they do not consider it wise for the District to interfere in the matter, as it appears that in each case the material was furnished and the labor performed for a sub-contractor.

As it is provided in the contracts that the work shall not be sub-let, and as it has been the policy of the Board in the past to refuse to recognize a sub-contractor in any way, your Committee respectfully return the claims above mentioned, and recommend that the same be placed on file.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.

WM. BOLDENWECK,

ALEX. J. JONES,

Z. R. CARTER,

THOMAS KELLY,

Joint Committee on Judiciary and Engineering."

(Three (3) enclosures.)

BOND OF MARSHAL OF DISTRICT.

The Clerk presented the bond of Edward J. Coen, as Marshal of the District, in the sum of ten thousand (\$10,000) dollars, with Joseph E. Bidwill and James Monahan as sureties.

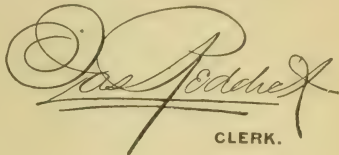
Mr. Mallette, seconded by Mr. Boldenweck, moved that the bond of Edward J. Coen, as Marshal of the District, be referred to the Committee on Finance, with power to act, and instructions to report at the next meeting.

The motion prevailed unanimously,

and the bond of Edward J. Coen, as Marshal of the District, was so referred.

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Boldenweck, the Board then adjourned.



CLERK.

March 25,].

—3275—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

APRIL 1, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, April 1st, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and subsequently Braden—eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held March 25, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Carter.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department, Chief Engineer's roll (March, 1896)..... \$ 1,216 67
Engineering Department, Division of Construction roll (March, 1896) 4,721 70

Engineering Department, Division of Drafting and Designing (March, 1896).....	\$ 2,862 80
Engineering Department, Division of Records (March, 1896).....	1,070 00
Engineering Department, Special Service roll (March, 1896).....	446 25
	<hr/>
	\$ 10,816 92
Clerical Department, Clerk's roll (March, 1896).....	833 33
Law Department, Attorney's roll (March, 1896).....	\$ 1,288 34
Law Department, Joliet roll (March, 1896).....	458 33
	<hr/>
	\$ 1,746 67
Treasury Department, Treasurer's roll (March, 1896).....	166 66
General Account, General roll (March, 1896).....	\$ 50 00
General Account, Towpath roll (March, 1896).....	134 00
General Account, Trustees' roll (March, 1896).....	2,333 33
	<hr/>
	\$ 2,517 33
Police Department, Marshal's roll (March, 1896).....	3 395 98
	<hr/>
Total.....	\$ 18,976 89

LAW DEPARTMENT.

John P. Wilson (services as general counsel, January 1 to March 31, 1896).....	\$ 1,250 00
West Publishing Company (subscription <i>N. E. Reporter</i> , 1896-1897)	5 00
Callaghan & Co. (Illinois reports).....	2 25
Chicago Daily <i>Law Bulletin</i> (subscription, January to March, 1896)	4 00
A. Zeese & Sons (electroplating).....	3 60
Chicago Telephone Company (toll service).....	6 45
	<hr/>
	\$ 1,271 30

GENERAL ACCOUNT.

Chicago Edison Company (electric lighting).....	\$ 45 67
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POLICE DEPARTMENT.

Chas. Mandersee, harness, etc.....	\$ 19 45
Daniel E. Tracy (horse shoeing).....	14 00
McArthur Bros. Company (oil).....	1 62
G. L. Stubinger, M. D. (medical attendance on prisoner).....	5 00
Gilman & Co. (hay).....	7 00
John Larney (feed, etc.).....	104 83
Edward Williams (carriages and harness).....	166 00
Edward Williams (expense).....	83 85
	<hr/>
	\$ 401 75
Grand total.....	<hr/>
	\$ 20,695 61

Mr. Boldenweck, seconded by Mr. Kelly, moved that the vouchers as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven (7). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition;

No. 1068, Clerical Department
(books and stationery).....\$29.25

Mr. Kelly, seconded by Mr. Boldenweck, moved that requisition No. 1068, for the Clerical Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven (7). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 1068, for the Clerical Department, as read and shown above, allowed.

WEEKLY REPORT ON EMPLOYES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending March 28, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, April 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending March 28, 1896, as the same have been reported to me:

Engineering department.....	98
Clerical department.....	4
Law department.....	7
Treasury department.....	1
Police department.....	42
Towpath force.....	2
Telephone operator.....	1

Total employes..... 155

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

REPORT AND ORDER ON PAYMENT TO ILLINOIS TRUST AND SAVINGS BANK OF INTEREST UNDER AGREEMENT FOR PURCHASE OF TAX LEVY WARRANTS.

The Clerk presented a report from the Treasurer, transmitting statement from the Illinois Trust and Savings Bank, with reference to interest under agreement of December 11, 1895, for the purchase of tax levy warrants; and the report was read.

In connection with the report, Mr. Carter, for the Committee on Finance, presented an order, authorizing and directing the Clerk to pay the Illinois Trust and Savings Bank interest to April 1, 1896, as provided in the order; and the order was read.

Mr. Carter, seconded by Mr. Boldenweck, moved that the report be ordered printed, and, with enclosure, placed on file, the order adopted, and the Clerk authorized and directed to pay interest, as provided therein.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart,

Jones, Kelly, Mallette, and Smyth—seven (7). Nays—None.

Upon which result the President declared the motion carried, the report ordered printed, and, with enclosure, placed on file, the order adopted, and the Clerk authorized and directed to pay interest, as provided therein.

The following is

THE REPORT:

"CHICAGO, April 1st, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The enclosed statement from the Illinois Trust and Savings Bank, regarding the payment of interest for the month of March, under their contract of December 11th, 1895, I wish to submit to your Honorable Body for your information and for such action as may seem proper. I have investigated their statement and find their claim of \$1,039.24 for March interest is correct.

Very respectfully,

(Signed) MELVILLE E. STONE,
Treasurer.

By A. B. CLEGHORN,

Assistant Treasurer."

(Accompanied by statement.)

The following is

THE ORDER:

"Ordered, That the Clerk of this District be and he is hereby authorized and directed to draw a warrant on the Treasurer, payable to the Illinois Trust and Savings Bank, in the sum of one thousand, thirty-nine and twenty-four one-hundredths (\$1,039 24) dollars, in full of interest due April 1, 1896, under agreement between the District and said Illinois Trust and Savings Bank, bearing date the 11th day of December, 1895, for the purchase of tax-levy warrants; said sum to be charged to the Interest Account of the District and to be drawn from funds heretofore appropriated on October 9, 1895, for the payment of interest on tax-levy warrants."

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of March, 1896.

The same was read, and, by unanimous

consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, April 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The following is my report for the month of March, 1896:

The expenditures of the department for such month were as follows:

SALARIES.

Attorneys.....	\$ 1,366 67	
Office force.....	255 00	
		\$1,621 67

GENERAL EXPENSES.

Court costs.	\$ 2 00	
Right of way.....	125 00	
Expense account...	32 38	
		\$ 159 38

Total..... \$1,781 05

Of the various events happening and the progress of the work in the Law Department, I report that in the case of the Sanitary District of Chicago versus Cook, his honor Judge Windes of the Circuit Court of Cook County, has overruled the master's report and decided in favor of the District in its claim to \$1,575.60, the value of the improvements on tracts 68 and 70, obtained by decree in condemnation proceedings.

The District, it will be remembered, settled with Pipers, who leased the land from Cook, for his leasehold of the above premises and for the improvements thereon; on condemnation against Cook the jury found the sum of \$1,575.60 to be the value of the buildings; Cook then for the first time claimed this sum, contending that, as the original lease to Piper had expired, and at the time of bringing the condemnation proceedings the premises were held on a renewal of such lease, that the buildings had become a part of the soil and belonged to him (Cook). Judge Windes, however, ruled that the buildings were still the property of Piper from whom the District purchased.

Cook will probably appeal the case.

The case is an important one as regards the law point involved, and as sustaining the District against an unjust claim.

In the case of the Sanitary District of

Chicago versus Loughran, the Supreme Court of Illinois has denied the petition of the District for a rehearing; this will compel the District to deposit the necessary money for such of this land as it wishes within a reasonable time, if it takes possession or acquires title.

In the matter of bridges over Section "O," the question of extras for building the bridge for the Panhandle tracks has been settled, and McMahon, Montgomery et al. have arranged for its construction; this will very materially expedite the work on Section "O."

Negotiations have been entered into and are pending looking to the acquiring of lands of the Western Stone Company in Sections 27 and 28 in Township 36 North, Range 10, East of Third Principal Meridian, in Will County, and of certain land of the Chicago & Alton Railroad Company, and of the Consolidated Wire Co., for right of way of channel near Lockport.

The various questions of railroad crossings and bridges over Section "O" are progressing as rapidly as possible toward solution.

As the work on several of the sections approaches completion the number of claims increase, and a great deal of the time of the department has been taken in considering these claims.

A number of questions growing out of several of the contracts on the sections, involving the construction and meaning of such contracts in particular instances have been and are now under consideration by the Department.

An ordinance for the compilation and entering of record of gauge readings at different points on the Chicago, Desplaines and Illinois Rivers and Desplaines River Diversion, has been prepared with a view of securing an authentic record of the conditions and changes in the levels of waters in these rivers and Channel.

A draft of contract between the District and E. D. Smith and Company for extension of time on Section D has been drawn for execution, and is now in the hands of the proper Committee.

The Law Department has before it for the coming months many important questions arising out of the contracts for excavation and their completion; many matter

for amicable or other adjustment with contractors of claims for extras, claims for damages, disputes over the proper construction of the contracts and their fulfillment, also many claims of people along the line of the channel for damages arising in many ways, some claims no doubt with and many without merit; claims of people dealing with contractors; also the acquiring of the necessary right of way at and below Lockport and taking care of the ensuing litigation; also questions of the powers of the municipality in relation to taxation and various financial matters, all of which will require the most painstaking and conscientious work by the department.

In making this my last report to you, I desire to congratulate the District on the efficiency of the law Department as it has existed and been maintained in the carrying on of the great work of the District in the past and express to you the confidence I feel that the same sagacity and fidelity shown by the Trustees in the discharge of the duties of their position in the past cannot fail to sustain the high character of the work and efficiency of the administration of the affairs of the District.

Very respectfully yours,

(Signed) CHARLES S. DENEEN,
Attorney."

REPORT ON ORDER FOR RENEWAL OF LEASE OF PRESENT OFFICES.

Mr. Carter, for the Committee on Finance, presented a report with reference to, and accompanied by, an order for the renewal of the lease of the present offices of the District, in the Rialto building, which was referred to that Committee at the meeting held January 29, 1896; (page 3134 of the Proceedings); and the report and accompanying order were read.

Mr. Carter, seconded by Mr. Boldenweck, moved that the report be adopted, ordered printed and placed on file, and the accompanying order passed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven (7). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, and, placed on file, and the accompanying order passed.

The following is

THE REPORT, WITH ACCOMPANYING ORDER:

"CHICAGO, April 1, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Finance, to whom was referred at the meeting of your Honorable Body held January 29, 1896, (page 3134 of the Proceedings) an order, authorizing and directing the President and Clerk to execute, on behalf of the District, a renewal of the lease of the present offices, beg leave to report that after a careful consideration of the question, we are persuaded that the best interests of the District will be served by the execution of a renewal of said lease for the ensuing year. We therefore return said order herewith, and recommend its adoption by the Board of Trustees.

Respectfully submitted,

Z. R. CARTER,

J. P. MALLETTE,

Committee on Finance."

(One (1) enclosure.)

The following is

THE ORDER:

"*Ordered*, That the President and Clerk be and they are hereby authorized and directed to execute, on the part of this District, a renewal of the lease, as prepared by the Attorney, of the offices in the Rialto Building now occupied by it, for a term extending from May 1st, 1896, to April 30th, 1897."

APPROVAL OF BOND OF MARSHAL OF DISTRICT.

Mr. Carter, for the Committee on Finance, presented a report with reference to, and accompanied by, oath of office and bond of Edward J. Coen as Marshal of the District, which was referred to that committee with power to act, at the meeting held March 25, 1896 (page 3274 of the proceedings), and the report was read.

Mr. Carter, seconded by Mr. Mallette, moved that the report be adopted, ordered printed, and with enclosures placed on file.

The motion prevailed unanimously, and the President declared the report

adopted, ordered printed, and, with accompanying enclosures, placed on file.

The following is

THE REPORT:

"CHICAGO, April 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In regard to the bond of Edward J. Coen as Marshal of the District, presented and referred to your Committee on Finance with power to act at the meeting of your Honorable Body, held March 25, 1896 (page 3274 of the Proceedings), we beg leave to report that the Committee have examined said bond and find the sureties thereon to be satisfactory.

We have accordingly approved the bond, and return same herewith for filing.

Respectfully submitted,

(Signed) Z. R. CARTER,
J. P. MALLETT,

Committee on Finance."

(Accompanied by bond.)

REPORT ON ORDINANCE MAKING NOTES OF
GAUGE READINGS A FORMAL
PUBLIC RECORD.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to, and accompanied by, an ordinance making the notes of gauge readings at various points on the Chicago, Desplaines and Illinois Rivers, and the Desplaines River Diversion, a formal public record; and the report and accompanying ordinance were read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, ordered printed and placed on file, and the accompanying ordinance passed.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, and Smyth—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, and the accompanying ordinance passed.

The following is

THE REPORT, WITH ACCOMPANYING ORDINANCE:

CHICAGO, April 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on

Engineering and Finance have had under consideration the matter of gauge reading at various points on the Chicago, Desplaines and Illinois Rivers and the Desplaines River Diversion, and the making of the notes of the readings of said gauges a formal public record, and to that end we transmit herewith an ordinance covering the question, and recommend that the same be passed by the Board.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

J. P. MALLETT,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,

Joint Committee on Engineering and Finance."

(One (1) enclosure.)

The following is

THE ORDINANCE:

"Be it ordained by the Board of Trustees of the Sanitary District of Chicago:

That, whereas, a record of the condition of the level of the water in the Chicago, Desplaines, Illinois Rivers and Desplaines River Diversion is a material record to the District in the furtherance of its purposes and to the public and individuals having relations to the District and others in matters involving the conditions of such water levels;

SECTION 1. The Chief Engineer is directed to compile from the data and records in his office an official record to be entered in the books of record of gauge readings herein provided for of the various readings of water levels in said rivers and diversion heretofore made under his supervision of gauges, heretofore located by the Engineering Department of the Sanitary District of Chicago, together with location of gauges at time of readings, which places or stations, with the present location and adjustment of gauges, are as follows:

A. At Desplaines, Illinois, in the Desplaines River; gauge located on south end of first pile bent from west abutment of highway bridge over Desplaines River, just south of Chicago and Northwestern Railway Company's bridge. Zero of said

gauge, as now located, is at Chicago City datum.

B. At Bowmanville, Illinois, on up-stream side of pier of highway bridge over Chicago River, about one-half mile south-westerly from Bowmanville. Elevation of zero of said gauge, as now located, is 0.156 feet above Chicago City datum.

C. At Riverside, Illinois, on elm tree on left bank of Desplaines River, a short distance above big sewer outfall, and opposite house of Mr. Page. Elevation of zero of gauge, as now located, is 0.04 feet below Chicago City datum.

D. At Summit, Illinois, on down-stream end of second pier, from east of Summit bridge over Desplaines River. Elevation of zero of gauge, as now located, is 5.994 feet above Chicago City datum.

E. At Willow Springs, Illinois, on up-stream end of first pier west of east abutment of bridge on Willow Springs road over Desplaines River. Elevation of Zero of said gauge as now located is at Chicago City Datum.

F. At Sag, Illinois, on left bank of Desplaines River Diversion Channel at Station No. 980 of the Drainage Channel of the Sanitary District of Chicago. Elevation of Zero of gauge is at 4.65 feet above Chicago City Datum.

G. At Lemont, Illinois, on down-stream end of a bent in A., T. & S. Fe Ry. bridge over Desplaines River Diver Diversion Channel about center of channel. Zero of gauge is at Chicago City Datum.

H. At Lemont, Illinois, on down-stream end of center pier of Stephens Street bridge over Desplaines River Diversion Channel. Elevation of Zero of said gauge is 0.028 above Chicago City Datum.

I. At Romeo, Illinois, on up-stream end of first pier from East end of highway bridge over Desplaines River. Elevation of Zero of gauge is 2.51 feet below Chicago City datum.

J. At Lockport, Illinois, on north face of north wing wall at East end of stone highway bridge over Desplaines River; low water gauge; elevation of Zero of which is 22 feet below Chicago City Datum.

K. At Lockport, Illinois, on telegraph pole about 175 feet East of stone highway bridge over Desplaines River; high water

gauge; elevation of Zero of which is 21.80 feet above Chicago City Datum.

L. At Joliet, Illinois, near north end and on East face of East lock wall of Lock No. 5 of I. & M. Canal. Elevation of Zero of gauge as located is 43.27 feet below Chicago City Datum.

M. At Morris, Illinois, on north face near West end of north pier of highway bridge over the Illinois River; elevation of zero of gauge as located is 99.512 feet below Chicago City datum.

And such other places or stations as the Board of Trustees may hereafter appoint, which Record shall show by whom the readings were made, the time, where and the place, when so made, and the stage of water at such readings, and shall show any further facts appearing of record in the files or among the data in his possession concerning such water levels.

SECTION 2. The Chief Engineer shall provide well and permanently bound books for the records herein provided, to be known as Record of Gauge Readings of the Sanitary District of Chicago, and to be appropriately numbered or lettered in consecutive order.

SECTION 3. The Chief Engineer is hereby directed and it is made a part of his official duty to examine the water gauges at said points above mentioned, and ascertain and cause the same to be properly fixed if necessary, and continue properly fixed, so that the same indicate correctly the stage of the water at such points, and enter in said Record a memorandum of such examination showing location; that he appoint proper persons to read such gauges from time to time as hereinafter provided, and that such persons make immediate reports thereof to said Engineer of said readings, who shall cause the same to be filed of record in his office, and to be entered of record in said books of Gauge Readings kept by him or under his direction for that purpose, and said record shall show concerning the water level where same is read, by whom read, the time of reading and the stage of the water at such reading, and such further or unusual facts regarding the condition of the water as may have occurred under the notice of the observer at such times of reading. And said Chief Engineer is made the official keeper of the

records and of said Record Books of said readings and reports.

SECTION 4. It shall be the duty of the person so appointed to read accurately the stage of the water at the gauge or station for which they are respectively appointed from day to day (provided, however, they may not be required to read said gauges on Sunday, unless directed by the Engineer), and where sudden changes of the level of the water occur they shall read said gauges as much oftener as necessary to note the course and the time of the rise and fall and change in conditions of the water, and they shall report to the Chief Engineer at once by mail or otherwise such reading as herein above provided.

SECTION 5. Said gauge reader, at the time of entering upon the duties of his office shall make and subscribe an affidavit in said record book of gauge readings that the gauge of the station for which he is appointed is properly fixed and located and that he will well and truly read the conditions of the water in the river at such station and report the same truly according to this ordinance and the direction of the Board of Trustees and said Chief Engineer, which affidavit shall be sworn to before any officer authorized by law to administer oaths and affirmations.

SECTION 6. The compensation of such gauge readers shall be fixed by the Board.

SECTION 7. This ordinance shall be in force from and after its passage.

RESIGNATION OF ATTORNEY.

The Clerk presented the resignation of Mr. Charles S. Deneen, Attorney of the District; and the same was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the said resignation be accepted.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the resignation of Mr. Charles S. Deneen, as Attorney of the District, accepted.

The following is

THE RESIGNATION:

"CHICAGO, March 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby tender to you my resignation as Attorney for the Sanitary District.

I desire to thank the Trustees and the Officers of the District for the uniform kindness and courtesy shown me, and the prompt and efficient assistance rendered me and the Law Department in the discharge of my duties.

In taking leave, I beg to assure you of my very high opinion of your conscientious and intelligent administration of the affairs of the District and the great work which is committed to your care, and to express to you my best wishes for your continued success.

Respectfully yours,

(Signed) CHARLES S. DENEEN,
Attorney."

ELECTION OF ATTORNEY OF DISTRICT.

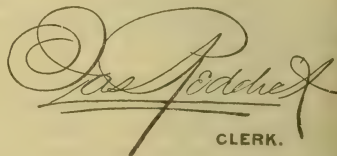
Mr. Boldenweck, seconded by Mr. Carter, moved that Mr. Willard M. McEwen be elected Attorney of the District, vice Chas. S. Deneen, resigned.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Smyth—six (6). Nays—None. Excused and not voting—Messrs. Braden and Mallette—two (2).

Upon which result the President declared the motion carried, and Mr. Willard M. McEwen duly elected Attorney of the District, vice Chas. S. Deneen, resigned.

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Boldenweck, the Board then adjourned.



CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 8, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and tenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, April 8th, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight (8) members were present.

MINUTES.

The minutes of the regular meeting held April 1, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Carter.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.	
P. F. Pettibone & Co. (printing).....	\$ 4 00
Eugene Dietzgen Co. (drafting material).....	8 00

Dennison Manufacturing Co. (shipping tags).....	\$ 5 75	
F. Mayer & Co. (blue printing).....	55 21	
New York Aristotype Co. (photo paper).....	4 00	
Office Specialty Manufacturing Co. (filing cases).....	2 45	
Wolff & Nollau, (oak stakes).....	8 00	
Weber Bros. (cement mixing cup).....	5 00	
Ignatz Novak & Co. (coal).....	13 00	
Thomas Bagley, (rent of boat).....	4 00	
John McCaffery, (rent—Brighton Park, March, 1896).....	25 00	
J. M. Abbitt, (rent—Willow Springs, March, 1896).....	20 00	
Chicago Towel Supply Co. (toweling).....	5 40	
C. S. Austin, (ice).....	12 00	
Wm. Trinkaus, (expense).....	17 53	
Isham Randolph, (traveling and expense).....	69 27	
E. R. Shnable, (traveling and expense).....	41 86	
H. B. Alexander, (traveling and expense).....	19 14	
W. T. Keating, (traveling and expense).....	24 12	
		\$ 343 73

CLERICAL DEPARTMENT.

Chicago Towel Supply Co. (toweling).....	\$ 2 50	
C. S. Austin, (ice).....	3 00	
		\$ 5 50

LAW DEPARTMENT.

Chicago Towel Supply Co. (toweling).....	\$ 1 50	
C. S. Austin, (ice).....	3 00	
		\$ 4 50
Total.....		\$ 353 73

ENGINEERING DEPARTMENT.

**Construction Account—*

Griffiths & McDermott, (Section 1, April 1, 1896).....	\$12,760 48	
McArthur Brothers, (Section 2, April 1, 1896).....	7,700 00	
Gilman & Co. (Section 3, April 1, 1896).....	8,179 50	
McArthur Brothers, (Section 4, April 1, 1896).....	2 306 50	
The Qualey Construction Company, (Section 5, April 1, 1896).....	5,098 63	
Mason, Hoge & Co. (Section 6, April 1, 1896).....	16,592 63	
Mason, Hoge & Co. (Section 7, April 1, 1896).....	8,103 38	
Mason, Hoge, King & Co. (Section 8, April 1, 1896).....	3,335 72	
Smith & Eastman, (Section 14, April 1, 1896).....	3,121 13	
Wright, Meysenburg, Sinclair & Carry, (Section 15, April 1, 1896)...	5,523 87	
Heldmaier & Neu, (Section A, April 1, 1896).....	12,108 32	
Heldmaier & Neu, (Section B, April 1, 1896).....	5,221 13	
Western Dredging and Improvement Company, (Section C, April 1, 1896).....	2,652 56	
E. D. Smith & Co. (Section D, April 1, 1896).....	4,600 19	
Angus & Gindele, (Section E, April 1, 1896).....	2,579 61	
		\$ 99,883 65
Grand total.....		\$100,237 38

Mr. Boldenweck, seconded by Mr. Mallette, moved that the vouchers as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter,

Eckhart, Jones, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITIONS.

The Clerk presented the following requisitions;

No. 529, Engineering Department, (sundry supplies).....	\$ 281 60
No. 944, Police Department, (hay and sundries).....	210 00

Mr. Boldenweck, seconded by Mr. Smyth, moved that Requisition No. 529, as read and shown above, be referred to Committee on Engineering.

The motion prevailed unanimously; and Requisition No. 529, for the Engineering Department; as read and shown above was so referred.

Mr. Wenter, seconded by Mr. Boldenweck, moved that Requisition No. 944; for the Police Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 944, for the Police Department, as read and shown above, allowed.

WEEKLY REPORT ON EMPLOYES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending April 4, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, April 8, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending April 4, 1896, as the same have been reported to me:

Engineering department.....	113
Clerical department.....	4
Law department.....	6
Treasury department.....	1
Police department.....	36
Towpath force.....	2
Telephone operator.....	1

Total employes..... 163

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.”

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of March, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, April 8, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of and charged to the Clerical Department during the month of March, 1896, was \$892.83, divided as follows:

Salaries.....	\$ 833 33
Stationery.....	34 50
General expenses.....	25 00

Total..... \$ 892 83

There are no outstanding liabilities, and the expenses for the present month will, from present indications, be about \$950.00.

The total amount expended and charged to the General Account during the month of March, 1896, was \$4,120.79, divided as follows:

Salaries.....	\$2,510 33
Engraving bonds and warrants..	672 90
Advertising.....	541 00
Printing.....	352 26
General expenses.....	44 30

Total..... \$4,120 79

There are outstanding liabilities against the General Account of about \$300.00 for advertising, and the expenses for the present month will be about \$3,000.00.

During the month of March, 1896, there were regular warrants authorized and drawn against the various accounts for \$22,070.87, as follows:

Engineering Department.....	\$10,303 48
Clerical Department.....	892 83
Law Department.....	1,781 05
Treasury Department.....	165 67
General Account.....	4,120 79
Police Department.....	3,312 95
Interest Account.....	1,493 10

Total..... \$22,070 87

As directed by your Honorable Body at the meetings held October 9 and December 11, 1895, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of March, 1896, were paid in tax levy warrants, with six (6) per cent interest coupons attached, drawn against the tax levy for 1895. The total of said warrants issued to March 31, 1896, has been \$1,769,248.18, and of this amount the sum of \$95,259.42 was redeemed prior to March 1, 1896, and the sum of \$166,846.91 was redeemed during the month, and attached coupons for accrued interest on this latter amount to date of redemption, amounting to \$4,552.87, were paid by the Treasurer, for which no warrant was required. The total expenditures, therefore, for the month, were as follows:

Engineering Department (Construction Account), tax-levy warrants.....	\$142,938 57
Regular warrants issued.....	22,070 87
Interest on tax-levy warrants redeemed.....	4,552 87
Total.....	\$169,562 31

Of the balance of the \$1,000,000 appropriated for the payment of District bonds and interest on bonds and tax levy warrants, there were expenditures during March, 1896, to the amount of \$6,045.97, leaving the unexpended balance of the appropriation \$260,411.88.

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of March, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT

"Balance on hand at date of last report.....	\$ 644,235.99
Received from Collector Town of Hyde Park, Sanitary District tax account.....	15,000.00
Received from Collector	

Town of Jefferson, Sanitary District tax account.....	\$ 6,662.32
Received from Collector Town of Lake View, Sanitary District tax account.....	28,439 92
Received from Collector Town of Cicero, Sanitary District tax account.....	16,980.59
Received from Collector Town of Lyons, Sanitary District tax account.....	3,378.44
Received from Collector North Town, Sanitary District tax account..	20,000.00
Received from Collector West Town, Sanitary District tax account..	25,000.00
Received from Collector South Town, Sanitary District tax account...	75,000.00
Received from bond account, First National Bank and Illinois Trust and Savings Bank, for 100 bonds of the fifth issue, per agreement of February 19th.....	100,000.00
Received from accrued interest on above bonds.....	483.90
Received from National Bank of Illinois, interest for March.....	220.33
Received from Chicago National Bank, interest for March.....	212 50
Received from Globe National Bank, interest for March.....	278.10
Received from Ft. Dearborn National Bank, interest for March....	211.45
Received from Metropolitan National Bank, interest for March....	217.93
Received from Garden City Banking & Trust Company, interest for March.....	105.32

Total cash received for month.....	\$292,190.80
------------------------------------	--------------

\$936,426.79

Total cash disbursed during month as per annexed schedules, viz:	
Clerical Department....	\$ 956.17
Treasury Department..	166.67
Engineering Departm't	10,689.65

Engineering Departm't, Construction Account (paid warrants against tax levy of 1895).....	\$ 166,846.91
Law Department.....	1,847.43
Police Department.....	3,341.26
General Account.....	4,168.67
Interest Account.....	6,045.97
	<hr/>
	\$ 194,062.73
Balance this date, in banks as per schedule endorsed hereon	<hr/>
	*\$ 742,364.06

*Of the \$742,364.06 on hand, \$260,411.88 is the balance of the appropriation of \$1,000,000.00 made by ordinance of October 9, 1895, for the payment of District bonds and interest, and \$31,354.94 is from taxes collected and is for the payment of warrants drawn against the tax levy of 1895, leaving the net available cash balance this date..... \$450,597.24

(Signed) MELVILLE E. STONE,
Treasurer.

CHICAGO, March 31st, 1896."

SCHEDULE:

National Bank of Illinois.....	136,462.61
Chicago National Bank.....	135,138.08
Globe National Bank.....	133,777.55
Fort Dearborn National Bank.....	\$135,622.08
Metropolitan National Bank.....	138,359.95
Garden City Banking and Trust Company.....	63,003.79
Total.....	<hr/>
	\$742,364.06

REPORT ON RIGHT OF DISTRICT TO REQUIRE CONTRACTORS ON SECTIONS 10 AND 14 TO CONTINUE PUMPING WATER AFTER COMPLETION OF THEIR RESPECTIVE SECTIONS.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to the right of the District to require Messrs. E. D. Smith and Company, contractors on Section 10, and Smith and Eastman, contractors on Section 14, to continue pumping water after the completion of their respective sections and until such sections can be inspected by the commissioners duly appointed under act of the Legislature, and recommending that the said contractors should be so required to continue pumping, and that the Chief Engineer be instructed to notify said contractors of the

decision of the Board and to call their attention to the provisions of the contracts in regard to same, all as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed and placed on file, the recommendations made in the report concurred in and that the Chief Engineer be instructed to notify the said contractors on Sections 10 and 14 as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—seven (7). Nays—Mr. Braden—one (1).

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, the recommendations made in the report concurred in, and the Chief Engineer instructed to notify the said contractors on Sections 10 and 14 as set forth in the report.

The following is

THE REPORT:

"CHICAGO, April 6, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance beg leave to report to your Honorable Body that they have had under consideration the subject of the contracts of E. D. Smith and Company on Section 10, and Smith and Eastman on Section 14, with reference to the right of the District to require the said contractors to continue pumping water, after the completion of their respective sections and until such sections can be inspected by the Commissioners to be appointed under the act of the Legislature of the State of Illinois under which the District is organized and operating, provided, the same be done within a reasonable time, and we recommend to your Honorable Body that said contractors should be so required to continue pumping and that the Engineer be instructed to notify said contractors respectively of your decision in that regard, and to call their attention to the provisions of their contracts regarding inspection by the State Commissioners and

by the Engineer, and the requirement to pump until such inspection.

Very respectfully,

(Signed)

WM. BOLDENWECK,

Chairman.

FRANK WENTER,

J. P. MALLETTE,

Z. R. CARTER,

ALEX. J. JONES,

Joint Committee on Engineering and Finance."

PROPOSAL FOR PREPARING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF BRIDGES OVER DRAINAGE CANAL.

The Clerk presented a communication from W. M. Hughes, Civil and Consulting Engineer, requesting an opportunity to make a proposition to prepare plans and specifications for the construction of bridges to be built over the Drainage Canal as set forth in the communication; and the communication was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the communication be referred to the Committee on Engineering.

The motion prevailed unanimously and the communication was so referred.

The following is

THE COMMUNICATION:

"CHICAGO, March 30, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN--I would respectfully request an opportunity to make a proposition for preparing complete detailed plans and specifications for the construction of the bridges to be built over the Drainage Canal. I am satisfied in my own mind that it will be economy to the Sanitary District to have the plans prepared in this manner. The work would, of course, be done subject to the approval of your Chief Engineer and also the Chief Engineers of the railroads interested. Should you give this matter a favorable consideration I will be glad to make you a formal proposition

for doing the work whenever I can obtain the necessary data upon which to base my figures, and will, if so desired, also include in my proposition, a figure for the general supervision of the work until complete.

I am now engaged by the city as Consulting Engineer for the construction of the North Halsted Street Lift Bridge, having prepared the plans for the same, and the work now being under contract.

For references as to my professional standing, I would respectfully refer to the following: W. W. Gurley, Adams A. Goodrich, W. D. Kent, L. B. Jackson, General Fitz Simons and J. L. Fulton.

Trusting you may give the matter a favorable consideration, I remain,

Yours truly,

(Signed)

W. M. HUGHES."

APPROVAL OF BOND OF ATTORNEY.

The Clerk presented the bond of Willard M. Mc Ewen, as Attorney of the District, in the sum of \$20,000 with William C. Hazelton and Lewis M. Mc Ewen as sureties.

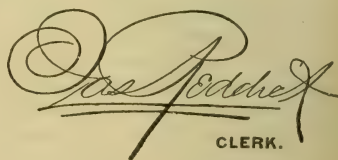
Mr. Wenter, seconded by Mr. Boldenweck, moved that the bond just presented of Willard M. Mc Ewen, as Attorney of the District, be approved.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, and the bond of Willard M. Mc Ewen as Attorney of the District approved.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Mallette, the Board then adjourned.


CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 15, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and eleventh regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, April 15th, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Smyth—six (6) members were present.

MINUTES.

The minutes of the regular meeting held April 8, 1896, were approved as printed, on motion of Mr. Kelly seconded by Mr. Boldenweck.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Norton & Co., (coal).....	\$ 24 00
C. H. Bacon, (paint, etc.).....	7 90
Wagner Bros., (boarding horse).....	12 00
Mary Rusk, (gauge reading, March, 1896).....	10 00
E. Hastings, (gauge reading, March, 1896).....	10 00

Joseph Carlin, (gauge reading, March, 1896).....	\$	10 00	
Wm. McGinnis, (gauge reading, March, 1896).....		10 00	
Wm. Kirkham, (gauge reading, March, 1896).....		10 00	
Wygant & Ayres, (rent—Corwith office, March 1896).....		15 00	
H. S. Norton, (rent—Lemont office, March, 1896).....		18 00	
O. W. Moon, (rent—Lockport office, March, 1896).....		20 00	
			\$ 146 90

LAW DEPARTMENT.

The Gunthorpe Warren Printing Company, (printing).....	\$	29 00	
Edwards & Hancock, (carbon paper).....		3 15	
W. M. McEwen, (expense).....		5 75	
			\$ 37 90

GENERAL ACCOUNT.

Rialto Company, (rent of offices to April 30, 1896).....	\$1,875 00	
Chicago Telephone Company, (services to July 1, 1896).....	764 17	
The Tribune Company, (legal advertisement, Section No. 14 wall).....	21 00	
The Chicago Times-Herald, (advertising Section No. 14 wall).....	21 00	
The Chicago Daily News Company, (advertising Section No. 14 wall).....	22 50	
The Inter Ocean, (advertising Section No. 14 wall).....	12 60	
Chicago Evening Journal, (advertising Section No. 14 wall).....	10 50	
Victor F. Lawson, Publisher, (advertising Section No. 14).....	14 00	
The Chicago Chronicle Company, (advertising Section No. 14 wall).....	14 80	
The Chicago Evening Post Company, (advertising Section No. 14 wall).....	10 50	
The Chicago Dispatch, (advertising Section No. 14 wall).....	14 00	
Eight Hour Herald, (advertising Section No. 14 wall).....	15 00	
The Chicago Daily Sun, (advertising Section No. 14 wall).....	7 50	
Calumet Publishing Company, (advertising Section No. 14 wall)....	3 75	
Illinois Staats-Zeitung Company, (advertising Section No. 14 wall).....	10 25	
Chicago Arbeiter Zeitung Publishing Company, (advertising Section No. 14 wall).....	8 00	
Freie Presse, (advertising Section No. 14 wall).....	10 50	
Der Republikaner, (advertising Section No. 14 wall).....	9 38	
The Abendpost, (advertising Section No. 14 wall).....	8 80	
John Anderson Publishing Company, (advertising Section No. 14 wall).....	11 25	
Svenska Kuriren, (advertising Section No. 14 wall).....	15 00	
		\$ 2,879 50

POLICE DEPARTMENT.

James Kirk, (feed).....	\$	125 47	
H. S. Norton, (coal).....		7 50	
M. H. McKillip, M. D., (veterinary surgery).....		18 50	
Thos. Farrell, (teaming).....		6 00	
			\$ 157 47

Grand total.....	\$ 3,221 77
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Mr. Boldenweck, seconded by Mr. Mallette, moved that the vouchers as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart,

Kelly, Mallette and Smyth—six (6). Nays—None.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition;

No. 806, Law Department,
(stationery and awnings).... \$36.25

Mr. Boldenweck, seconded by Mr. Mallette, moved that Requisition No. 806 as read and shown above be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, and Smyth six (6). Nays—None.

Upon which result the President declared the motion carried, and Requisition No. 806, for the Law Department as read and shown above, allowed.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending April 11, 1896.

The same was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, April 15, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending April 11, 1896, as the same have been reported to me:

Engineering department.....	121
Clerical department.....	5
Law department.....	6
Treasury department.....	1
Police department.....	36
Towpath force.....	2
Telephone operator.....	1

Total employes..... 172

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.”

RETURN BY ATTORNEY OF EMERGENCY FUND OF LAW DEPARTMENT.

The Clerk presented a report from the Attorney transmitting receipt from the Treasurer for \$500 being in full of the balance of the emergency fund of the Law Department in hands of Charles S.

Deneen late Attorney, returned to the District and the report and accompanying receipt were read.

Mr. Carter, seconded by Mr. Boldenweck moved that the report and accompanying receipt be ordered printed and placed on file.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT, WITH ACCOMPANYING RECEIPT:

“CHICAGO, April 14, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have this day returned to the Treasurer of the District the check of Charles S. Deneen, late Attorney of the District, for the sum of five hundred (\$500.00) dollars, being the total amount of the emergency fund deposited to his credit in the Globe National Bank, as per order of the Board of Trustees, passed January 3, 1896, page 3076 of the Proceedings. Inclosed herewith find the Treasurer's receipt for same.

Respectfully submitted,

(Signed) W. M. McEWEN,
Attorney.”

The following is

THE RECEIPT:

“CHICAGO, April 14, 1896.

Received of Charles S. Deneen Attorney, check for five hundred (\$500.00) dollars, drawn on the Globe National Bank, and payable to the order of Melville E. Stone, Treasurer; the same being the emergency fund of Law Department.”

(Signed) MELVILLE E. STONE,
Treasurer.

By A. B. CLEGHORN,
Assistant Treasurer.”

EMERGENCY FUND FOR LAW DEPARTMENT.

Mr. Carter presented an order authorizing and directing the Clerk to draw a warrant on the Treasurer, payable to the order of the Attorney, in the sum of five hundred (\$500) dollars, said amount to be held as an emergency fund for the Law Department as provided for in the order; and the order was read.

Mr. Carter, seconded by Mr. Boldenweck, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, and Smyth—six (6). Nays—None.

Upon which result the President declared the motion carried, the order adopted and the Clerk authorized and directed to draw a warrant as provided therein.

The following is

THE ORDER:

“Ordered, That the Clerk of this District be and he is hereby authorized and directed to draw a warrant on the Treasurer, payable to the order of the Attorney, in the sum of five hundred (\$500.00) dollars and deliver the same to said Attorney, to be held by him as an emergency fund, payable upon his check only, from time to time as may seem advisable, and the needs of the District may require, and to be charged to the account of Willard M. McEwen, Attorney; any other order in conflict herewith being hereby repealed.”

REPORT ON REQUISITION NO. 529.

Mr. Boldenweck, Chairman, presented a report from the Committee on Engineering, with reference to and accompanied by Requisition No. 529, for the Engineering Department, presented and referred to that Committee at the meeting held April 8, 1896, (page 3286 of the Proceedings) recommending that said requisition be allowed; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed and placed on file, the recommendation made therein concurred in and the accompanying requisition allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Smyth—six (6). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and placed on file, the recommendation made therein concurred in and the accompanying requisition allowed.

The following is

THE REPORT:

“CHICAGO, April 15, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on En-

gineering, to whom was referred Requisition No. 529, for the Engineering Department, for sundry supplies, amounting to \$281.60, presented to the Board at the meeting held April 8, 1896, (page 3286 of the Proceedings) beg leave to report that they have considered the requisition, which is returned herewith, and we recommend that the same be allowed.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

Z. R. CARTER,

THOMAS KELLY,

J. P. MALLETTE,

Committee on Engineering.”

(One (1) enclosure.)

REPORT ON PROPOSAL FOR PREPARING PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF BRIDGES OVER DRAINAGE CANAL.

Mr. Boldenweck, Chairman, presented a report from the Committee on Engineering, in reference to and accompanied by communication from W. M. Hughes requesting an opportunity to make a proposition to prepare plans and specifications for the construction of bridges to be built over the Drainage Canal, presented and referred to that Committee at the meeting held April 8, 1896, (page 3289 of the Proceedings) recommending that the communication be placed on file.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, ordered printed, and, with enclosures, placed on file.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Smyth—six (6). Nays—None.

Upon which result the President declared the report adopted, ordered printed, and, with enclosures, placed on file.

The following is

THE REPORT:

“CHICAGO, April 15, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In regard to the communication from W. M. Hughes, requesting an opportunity to make a proposition for the preparation of plans and specifications for the construction of bridges over the Main Channel, presented to the

Board and referred to the Committee on Engineering at the meeting held April 8, 1896 (page 3289 of the Proceedings), your Committee beg leave to report that, in their judgment, all plans and specifications for bridges and other work should be prepared in the Engineering Department of the District, under the supervision of the Chief Engineer.

We therefore respectfully return the communication referred to us, and recommend that the same be placed on file.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
Z. R. CARTER,
THOMAS KELLY,
J. P. MALLETT,

Committee on Engineering."

(One (1) enclosure.)

REPORT ON REQUEST FOR PRICE ON RIP-RAP STONE ON SECTION 14.

Mr. Boldenweck, for the Joint Committee on Finance and Engineering, presented a report with reference to and accompanied by communication from the Chief Engineer in regard to request for price on rip-rap stone to be taken from Section 14, presented and referred to that Committee at the meeting held January 22, 1896, (page 3100 of the Proceedings) and returning the said communication for filing for reasons as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed, and with enclosures placed on file.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Smyth—six (6). Nays—None.

Upon which result the President declared the report adopted, ordered printed and with enclosures placed on file.

The following is

THE REPORT:

"CHICAGO, April 15, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering, to whom was referred at the meeting held January 22, 1896, (page 3100 of the Proceed-

ings) a report from the Chief Engineer, stating that he had received a request for a price on rip-rap stone to be taken from Section 14, and asking instructions in the premises, beg leave to report as follows:

As it has been the well defined policy of the District in the past to refuse to consider all propositions for the purchase of stone, at least until such time as the channel is completed, and as no special reason for a departure from that policy exists at this time your Committee return the report herewith for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Z. R. CARTER,
THOMAS KELLY,
J. P. MALLETT,

Joint Committee on Finance and Engineering."

(One (1) enclosure.)

REPORT ON REQUEST FOR ADDITIONAL RIGHT OF WAY ON SECTIONS G AND H.

Mr. Boldenweck for the Joint Committee on Finance and Engineering presented a report with reference to, and accompanied by, communication from Gahan and Byrne, contractors on Sections G and H, in regard to securing additional right of way on said sections at the Santa Fe crossing, presented and referred to the Committee at the meeting held February 13, 1895 (page 2554 of the Proceedings) setting forth that as the notice for claim for damages arising out of any failure on the part of the District to provide the right of way at the point mentioned has been waived by Messrs. Gahan and Byrne in a subsequent agreement as set forth in the report, no action seems necessary in the premises at this time.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, ordered printed and with enclosure placed on file and the recommendation made in the report concurred in.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette and Smyth—six (6). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed and with enclosure placed on file and the recommendation made in the report concurred in.

The following is

THE REPORT:

"CHICAGO, April 15, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Finance and Engineering beg leave to return herewith for filing a communication from Gahan & Byrne, Contractors for Sections G and H, with reference to the securing of additional right of way on said sections at the Santa Fe crossing, presented and referred to the Committee at the meeting held February 13, 1895, (page 2554 of the Proceedings).

As the notice of claim for damages arising out of any failure on the part of the District to provide the right of way at the point mentioned was waived by Messrs. Gahan & Byrne in the agreement for an extension of time on Section H, (page 2989 of the Proceedings) as amended March 4, 1896, (page 3256 of the Pro-

ceedings) no action seems necessary in the premises at this time.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Z. R. CARTER,
THOMAS KELLY,
J. P. MALLETT,

Joint Committee on Finance and Engineering."

(One (1) enclosure.)

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Kelly, the Board then adjourned.



CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

APRIL 22, 1896.

OFFICIAL RECORD.
*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.
The three hundred and twelfth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, April 22, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wentar—eight (8) members were present.

MINUTES.

The minutes of the regular meeting held April 15, 1896, were approved as printed, on motion of Mr. Wenter, seconded by Mr. Braden.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.		
Alfred L. Robins Company, (glass tubes).....	\$	3 00
Chas. L. Harrison, (traveling and expense).....		30 83
	\$	33 83
LAW DEPARTMENT.		
Frank Vander-Bogart, Clerk, (court costs).....	\$	153 55

Frank Vander-Bogart, Clerk, (court costs).....	\$	5 00	
H. R. Burlingame, (expert services).....		8 00	
Haley & O'Donnell, (expenses).....		14 71	
			\$ 181 26

GENERAL ACCOUNT.

John F. Higgins, (printing proceedings, etc.).....	\$	182 44	
Chicago Edison Company, (electric lighting).....		49 49	
			\$ 181 93
Total.....			\$ 397 02

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott, (Section 1, April 16, 1896).....	\$17,942 49
McArthur Brothers, (Section 2, April 16, 1896).....	10,014 38
Gilman & Co. (Section 3, April 16, 1896).....	6,458 81
McArthur Brothers, (Section 4, April 16, 1896).....	5 548 37
The Qualey Construction Company, (Section 5, April 16, 1896).....	4 228 43
Mason, Hoge & Co. (Section 6, April 16, 1896).....	11,319 00
Mason, Hoge & Co. (Section 7, April 16, 1896).....	6,302 62
Mason, Hoge, King & Co. (Section 8, April 16, 1896).....	8,635 33
Wright, Meysenburg, Sinclair & Carry, (Section 15, April 16, 1896).....	7,485 63
Heldmaier & Neu, (Section A, April 16, 1896).....	13,478 83
Heldmaier & Neu, (Section B, April 16, 1896).....	6,307 87
Western Dredging and Improvement Company, (Section C, April 16, 1896).....	4,647 13
E. D. Smith & Co. (Section D, April 16, 1896).....	5,555 11
Angus & Gindele, (Section E, April 16, 1896).....	4,035 39
Weir, McKechney & Co., (Section F, April 16, 1896).....	1,806 88
Gahan & Byrne, (Section G, April 16, 1896).....	3,291 33
McMahon & Montgomery Company, et al. (Section O, April 16, 1896).....	2,237 89
	\$119,295 49
Grand total.....	\$119,692 51

*Paid by warrants, with interest coupons attached, drawn against the tax levy of 1895.

Mr. Mallette, seconded by Mr. Braden, moved that the vouchers as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenfer—eight (8). Nays—None. (*Except as to construction voucher for Angus & Gindele on which Messrs. Jones and Smyth voted "Nay."*)

Upon which result the President declared the motion carried, and the vouchers, as read and shown above, approved and ordered paid.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending April 18, 1896

The same was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, April 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending April 18, 1896, as the same have been reported to me:

Engineering department.....	128
Clerical department.....	4
Law department.....	6
Treasury department.....	1
Police department.....	36
Towpath force.....	2

Telephone operator.....	1
Total employees.....	178

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of March, 1896.

The same was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, April 20, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the reports of the Divisions of Construction, and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of March, 1896; also a classified statement of expenses to April 1, 1896.

The expenses for the month of March were as follows:

Salaries.....	\$ 10,316 92
Supplies, etc.....	662 87
Contractors' regular estimates.....	171,093 30
Contractors' estimates, extra.....	4,637 54
Total.....	<u>\$ 186,710 63</u>

I estimate the expenses of this Department for the month of April will be \$250,000.00.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Acting Chief Engineer."

"CHICAGO, April 17, 1896.

Isaham Randolph Esq., Chief Engineer:

DEAR SIR—I herewith submit my report of the work of construction for the month of March, accompanied with a statement showing the condition of the work on the 1st inst. The weather during the month was fair for the season of the year, the temperature ranging from

+ 6 degrees to +66 degrees, with snow or rainfall eight days.

With but few exceptions, the rate of progress was rather limited, the time being largely occupied in getting plants in order for resuming, where work had been wholly or partially suspended during the winter. The total value of the work done during the month amounted to \$195,535.19, comprising 232,305 cubic yards of glacial drift and 169,739 cubic yards of solid rock.

On Section "O" one steam dredge was started late in the month near Western avenue, and a pumping plant was established west of Rockwell street.

On Section "N" a force was engaged in repairing and placing in position an incline conveyor, formerly employed on the Heidenreich sections (M and L), and in erecting camp buildings near Kedzie avenue. Pumps were also started to remove the water that had accumulated in the pits during the winter.

Nothing was done on Sections M and L during the month.

On Sections K and I a few men were employed in operating the pumps.

On Section "H" the sloping shovel was employed day and night, including Sundays, weather permitting, in cutting down the slopes for second and last cut to be taken out with the steam shovel and steel incline conveyor, which were moved back to the east end of the section for that purpose.

Pumping was done on Section "G" as occasion required, and the repairing of the plant continued until late in the month, when work was resumed with the Victor Shovel and Belt Conveyor.

On Section "F" pumping was continued and the Desplaines River flood waters of December 20th about all taken out. The plant was also overhauled and placed in working condition.

Section "E" is credited with an estimate for 14,519 cubic yards, of which 12,274 yards were handled by a steam shovel and steel incline in 28½ shifts, an average of 430 yards per shift, and 2,245 yards with a newly-established steam shovel and timber incline, in 5½ shifts, an average of 408 yards per shift.

The construction of another timber incline of the Heidenreich pattern was com-

menced toward the end of the month, and the apparatus formerly in use is being put in working order.

Work on Section "D" was resumed about the middle of the month, with two steam shovels and locomotives and cars. The output for the 40 shifts employed was 19,886 cubic yards, an average of 497 yards per shift.

On Section "C" three steam shovels were started from time to time during the month; one of them was in service 41 shifts, one 19 shifts, and one 5 shifts, making a total of 65 shifts.

The output was 21,600 cubic yards, an average of 332 yards per shift. The material excavated by two of these shovels was disposed of by cars and locomotives, and that from the other one by small cars and a steam hoist.

On Section "B" work was continued all winter with good results. The output for the past month was 41,300 cubic yards, 9,000 yards of which was taken out by a wheel-barrow force, and the balance, 32,300 yards with two steam shovels, one of which was employed 5½ shifts, averaging 418 yards per shift, and the other 45 shifts, averaging 667 yards per shift.

Work was also continued on Section "A" throughout the winter, with a gradually increasing monthly rate of progress, that for the past month exceeding that of any preceding month since the commencement of dry excavation. The output was 83,600 cubic yards of which 5,900 yards was taken out by manual labor and the balance with steam shovels, employed as follows:

Steam Shovels	Number of Shifts	Number Cu. Yards	Daily Average	Method of Handling
No. 45.....	19½	9700	497	Incline Hoist.
No. 59.....	33	16400	497	Incline Hoist.
No. 1.....	38	23400	616	Gould Conveyor.
No. 2.....	33½	18500	403	Gould Conveyor.
No. 61.....	17	3300	188	Small Cars.
Sloping Shovel }	22½	11503	511	Deposited in re-
				vetment slope.
Total—	163½	77700	475	

The efficiency of the plant on this section has largely increased as the work has been opened up, and a considerable greater improvement may be expected.

Section 1 gives an output of 54,500 cubic

yards for the month, of which 33,500 yards was glacial drift and 21,000 yards solid rock. The glacial drift was excavated as follows:

Appliances	Number of Shifts	Number Cu. Yards	Daily Average	Method of Handling
Steam Shovel No. 181 }	23½	13000	553	Locomotives and Cars.
Steam Shovel No. 184 }	23	18000	783	
Incline No. 2.. }	15	900	60	Shovelers and Small Cars.
Incline No. 4.. }	16	1600	100	

The solid rock was handled by two Brown cantilevers in 47½ shifts, averaging about 442 cubic yards per shift.

On Section 2 two cableways were employed, 49 shifts yielding an output of 13,900 cubic yards, an average of 386 yards per shift.

Work on Section 3 was resumed during the month, with 4 cableways that handled 8,300 cubic yards in 42½ shifts, an average of 197 yards per shift. This small average is due to the fact that the work was principally that of cleaning up and finishing, there being but about 30,000 yards remaining in the section.

On Section 4 about 6,400 cubic yards were excavated, of which 1,600 yards were solid rock and the balance glacial drift. This material was largely stripping to uncover the rock suitable for retaining wall purposes.

Section 5 resumed operations during the month and received an estimate for 2 200 yards of glacial drift and 7,000 yards of solid rock. The work done was principally quarry stripping and in cleaning up and back-filling behind the retaining walls.

On Section 6 the cableways were operated 92.8 shifts, in which they handled 40,270 cubic yards of solid rock, an average of 434 yards per shift, the largest average yet attained by the cableway; 2,730 yards of solid rock were also handled with derricks, the material being mainly used for back-filling the retaining walls. This makes the total output for the month 43,000 cubic yards and leaves but about 92,000 yards remaining to be done. A small force was

also engaged in placing hard material and rip-rap on the River Diversion levee.

On Section 7 rock excavation was continued with two Hulett derricks, two Hulett cantilevers and one cableway that respectively averaged 249 yards, 263 yards and 288 yards each per shift, the total output being 27,000 cubic yards.

Three cableways were engaged 69 shifts on Section 8 during the month, and handled 15,854 cubic yards of solid rock, and average of about 230 yards per shift.

Sections 9 to 14 did no work other than pumping, with the exception of Section 10, upon which nothing was done.

Upon Section 15, rock excavation was continued with an output of 20,900 cubic yards. This material was handled with one steam shovel, cars and one incline. A rock crusher and two concrete mixers are on the ground and being put in place for making the concrete for the retaining walls.

Preparation has also been made for doing the masonry on all sections requiring retaining walls, with the exception of Section 14.

Respectfully submitted,

(Signed)

U. W. WESTON,

Supt. of Construction."

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS.	Vouchered to March		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.....	726,921	.....	.....
N	Hayes Bros. et al.....	139,800	.....	.....
M	The Heidenreich Co.....	718,650	.....	.....
L	The Heidenreich Co.....	1,093,950	.....	.....
K	Christie & Lowe.....	1,116,200	.....	.....
I	Christie & Lowe.....	1,132,000	.....	.....
H	Gahan & Byrne.....	622,748	.....	.....
G	Gahan & Byrne.....	978,566	.....	.....
F	Weir, McKechney & Co.....	705,193	.....	.....
E	Angus & Gindele.....	969,882	.....	.....
D	E. D. Smith & Co.....	1,702,286	.....	.....
C	Western Dredging and Improvement Company.....	1,291,263	.....	.....
B	Heldmaier & Neu.....	1,242,514	.....	.....
A	Heldmaier & Neu.....	1,337,475	339	.....
1	Griffiths & McDermott.....	944,866	174,700	1,744
2	McArthur Bros.....	716,500	356,600	1,900
3	Gilman & Co.....	411,910	738,100	12,000
4	McArthur Bros.....	1,077,400	159,400	.....
5	Qualey Construction Company.....	858,300	176,500	27,010
6	Mason, Hoge & Co.....	663,800	478,500	23,500
7	Mason, Hoge & Co.....	181,300	852,600	5,800
8	Mason, Hoge, King & Co.....	49,600	1,119,300	2,800
9	Halvorson, Richards & Co.....	76,691	1,003,200	.....
10	E. D. Smith & Co.....	31,743	1,141,191	.....
11	Mason, Hoge & Co.....	44,032	989,050	.....
12	Mason, Hoge & Co.....	44,030	997,417	9,386.44
13	Mason, Hoge & Co.....	33,810	1,033,365	10,838
14	Smith & Eastman.....	376,100	1,016,200	.....
15	Wright, Meysenburg, Sinclair & Carry.....	32,100	439,400	.....
	Totals.....	19,419,630	10,675,862	99,878.44

	Cubic Yards
Main Channel, glacial drift (including 97,100 cu. yds. Collateral Channel).....	19,419,630
Main Channel, solid rock.....	10,675,862
River Diversion, glacial drift.....	1,154,260
River Diversion, solid rock.....	226,553
Rubble masonry.....	99,878.44

†Total value regular contracts as estimated January 1, 1896.....	\$18,380,949 52
Total value of work vouchered March 31, 1896.....	14,571,921 90

Total remaining to be vouchered..... \$ 3,809,027 62

REGULAR CONTRACTS MARCH 31, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.		
‡Remaining to be Vouchered.						Work Vouchered for March, 1896.	Total Value of Work Vouchered to March 31, 1896.	Total Work Remaining to be Vouchered.
MAIN CHANNEL.								
ER DIVERSION.								
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.				
.....	921,824	.....	.....	41.52	.....	\$ 151,585 31	\$ 193,199 04
.....	974,043	.....	.....	12.55	.....	32,154 00	224,029 89
.....	4,200	.....	.....	99.42	.....	155,947 05	911 40
.....	7,931	.....	.....	99.28	.....	215,508 15	1,562 41
.....	39,753	.....	.....	96.56	.....	279,050 00	9,938 25
.....	7,849	.....	.....	99.31	.....	283,000 00	1,962 25
.....	454,350	.....	.....	57.82	.....	180,596 92	131,761 50
.....	385,176	.....	.....	71.76	.....	273,998 48	107,849 28
18,234	384,066	16,724	.....	63.76	.....	216,615 66	128,594 94
15,718	845,816	78,765	.....	51.20	3,920 13	290,536 41	283,498 21
.....	174,188	137,694	.....	84.52	5,257 36	450,041 86	173,417 00
.....	496,118	.....	.....	73.71	5,076 00	365,143 00	119,740 50
12,537	334,314	.....	.....	78.80	11,151 00	392,850 00	90,264 78
12,486	1,239,033	8,849	.....	51.84	25,873 70	449,203 08	382,533 06
28,425	310,908	388,841	52,651	61.54	31,171 50	532,870 86	597,911 23
5,876	21,106	108,407	33,394	89.23	15,130 00	651,915 98	214,157 60
29,516	2,175	29,797	1,307	97.30	9,348 00	809,365 70	28,111 47
.....	22,600	81,275	85,000	92.25	3,632 00	644,755 54	373,594 00
.....	189,684	105,370	44,871	77.81	5,827 00	473,611 00	282,719 50
7,100	11,432	80,542	.....	92.55	31,605 00	653,960 50	62,746 17
7,917	43,000	.....	47,674	200	95.59	19,845 00	749,712 42	35,765 36
7,902	96,900	570	41,746	75	96.51	11,810 50	946,160 02	33,465 09
0,741	16,894	.....	569	.....	99.95	.....	814,984 61	427 39
0,313	58,276	.....	699	.....	99.94	.....	975,087 60	559 20
5,756	11,433	.....	661	.....	99.94	.....	807,983 27	373 73
1,739	597	.....	99.94	.....	839,793 54	450 41
.....	300	.....	99.97	.....	819,163 94	232 96
.....	3,625	270	23,500	99.72	3,567 00	850,982 00	83,172 10
.....	3,900	200,300	37,400	69.78	12,331 00	265,345 00	246,078 00
4,260	226,553	6,834,661	1,324,080	278,398	78.67	\$195,535 19	\$14,571,921 90	\$3,809,027 62

Total value of regular contract work vouchered March 31, 1896..... *\$14,571,921 90

Total value of collateral work vouchered March 31, 1896..... †678,025 14

Total value of all construction work vouchered March 31, 1896..... \$15,249,947 04

Reserved; percentages, regular contracts..... \$1,820,396 75

Reserved current estimate, regular contracts..... 100,599 48

Reserved and current collateral contracts..... 4,615 25

1,925,611 48

Total paid for construction work, March 31, 1896..... \$13,324,335 56

*Overhaul to levee, Section 1, not included.

†Overhaul to levee, Section 1, included.

‡Total quantities and values being as given in revised estimate of January 1, 1896 (page 3177 of the Proceedings) with corrections to date.

"CHICAGO, April 15, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of March was as follows:

The work on the Regulating Works and Tail Race was continued. The survey along the North Branch was continued and the river was sounded between the N. W. R. R. Bridge and Diversey avenue.

Considerable time was given to miscellaneous hydraulic data pertaining to the Desplaines, Illinois and Mississippi Rivers; also to discharge measurements taken in the Chicago and Desplaines Rivers during December, 1895.

Considerable work was done on designs for bridges at Western avenue and also on bridge for Pan Handle Crossing.

The testing of cement was continued as was also the work of preparing record photographs and maintenance of water gauges.

Miscellaneous work was done pertaining to plans for improving South Branch, inspection of Main Channel and improvement of Stock Yards Slips.

The regular platting was continued on the following maps: The watershed map of Chicago and vicinity; the two contour maps between Lemont and Lockport and the 200 foot scale map of the Chicago River.

Some work was done on two maps of part of the North Branch of the Chicago River; the Right of Way map for the Law Department was completed.

The following drawings were made: Profile of the A. T. & S. F. 28th street tracks; profile of Contract Section 14, showing rock surface; copy of the Norton tracts; drawing of the proposed change of the C. M. & N. R. R. Tracings of maps for contract with the A. T. & S. F. R. R. Co. Profiles for ditto. Tracings and descriptions of tracts 49a, 49b, 49c and 49d. Map of Wire Mills and vicinity. Map of Western Stone Company's lands.

Expenses for April will be approximately the same as for March.

Respectfully submitted,

(Signed)

THOS. T. JOHNSTON,

Assistant Chief Engineer."

SANITARY DISTRICT OF CHICAGO — ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF MARCH, 1896.

CLASSIFICATION.	Eng. Expenses.		Construction.		Total for Month.		Previously Reported.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses	Construction	Eng. Expenses.	Construction	Eng. Expenses.	Construction
Preliminary Sundries.....									\$120,632 75	
Locating Route, Main Channel.....									32,222 94	
Borings and Test Pits.....									17,461 50	
Maps and Plans for General Use of Sanitary District.....	\$ 456 50	\$ 26 82			\$ 482 82				41,678 43	
Chicago River Survey.....	1,233 30	30 59			1,263 89				40,156 93	
Right of Way.....	217 30	7 75			225 05				21,518 02	
Flood Measurements.....	216 51	179 02			395 52				21,518 74	
Disposal Works at Lockport.....	430 00	47 90			477 90				26,191 48	
Regular Construction.....	6,893 12	302 89	\$171,093 30		7,196 01	\$171,093 30	365,142 92	\$12,600,195 44	372,338 03	\$12,771,379 74
Extra Work—Main Channel.....							9,723 42	13,455 51	9,723 42	13,455 51
Extra Work—River Diversion.....							1,013 75	199,290 96	1,013 75	333,574 23
Levees, Trestles and Embankments.....							1,754 91	20,518 41	1,754 91	199,883 96
Spillway.....				\$653 00			5,246 04		5,246 04	20,518 41
Tow Path.....							1,157 05	19,029 05	1,157 05	19,029 05
Building Western Stone Company's Bridge.....							985 66	22,329 89	985 66	22,329 89
Building Stephens Street Bridge.....							770 72	18,738 86	770 72	18,738 86
Bldg. Atchison, Topeka & Santa Fe R.R. Bridge.....							32 17		32 17	
Building Mt. Forest Foot Bridge.....							132 97	2,335 49	132 97	2,335 49
Bldg. West. A.V. Temp. Ry Bridge and Roadway.....	250 00	19 94		3,984 54	269 94	3,984 54	475 00		744 94	3,984 54
Building Pan Handle Bridge.....							1,050 13	7,756 19	1,050 13	7,756 19
Repairing and Moving Bridges.....							2,339 43		2,339 43	
Office Building at Sag.....								781 63		781 63
Saving of Building Sand.....										
Mortar, Sand and Cement Tests.....	475 00	38 95			513 95		9,701 70	11,226 00	10,215 65	11,226 00
Saving of Dimension Stone.....										
Erosion Test.....							1,496 75		1,496 75	
Temporary Sanitary Relief.....							237 60		237 60	
Photographs of Works.....	125 00	3 81			128 81		4,301 27		4,430 08	
Public Reports.....							1,138 14		1,138 14	
Remeasurement of Main Channel.....							5,283 82		5,283 82	
Effect of Main Channel water on Lake Levels.....		5 70			5 70		1,792 13		1,792 83	
General Account.....							71,947 23		71,947 23	
Totals.....	\$10,316 92	\$662 87	\$171,093 3	\$4,637 54	\$10,979 79	\$175,730 84	\$804,183 82	\$13,249,162 60	\$815,163 01	\$13,424,893 44

REQUISITION FOR CONSTRUCTION OF TEMPORARY BUILDING ON SECTION 5.

The Clerk presented a report from the Acting Chief Engineer asking authority for the construction of a small temporary building for use of the Inspectors on Section 5, as set forth in the report; and the report was read.

Mr. Kelly, seconded by Mr. Jones, moved that the report be ordered printed and filed and the authority requested therein granted.

On roll-call, the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the report ordered printed and filed, and the authority requested therein granted.

The following is

THE REPORT:

"CHICAGO, April 21, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Authority is respectfully requested for the construction of a small temporary building to be used as a lodging place for Inspectors on Section 5. The cost of said building not to exceed \$90.

Respectfully submitted,

(Signed)

THOS. T. JOHNSTON,

Acting Chief Engineer."

REQUISITION FOR FORTY-EIGHT MEN FOR SPECIAL SERVICE.

The Clerk presented a report from the Acting Chief Engineer, asking authority for the employment during the month of April of 48 men for special service for such time as may be required, as set forth in the report; and the report was read.

Mr. Kelly, seconded by Mr. Braden, moved that the report be ordered printed and filed, and the authority requested therein granted.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report ordered printed and filed, and the authority requested therein granted.

The following is

THE REPORT:

"CHICAGO, April 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Chief Engineer has employed during the month of April, 1896, for the service of the Sanitary District—for such length of time as may be required—the following special employes in the capacity and at the rate of pay noted:

1 Instrument Man, at.....	\$125 00
5 Sub-Instrument Men, at.....	100 00
2 Rod Men, at.....	75 00
36 Inspectors, at.....	75 00
2 Cement Testers, at.....	75 00
2 Warehouse Men, at.....	75 00

You are respectfully requested to authorize the action taken by the Chief Engineer.

Respectfully submitted,

(Signed)

THOS. T. JOHNSTON,

Acting Chief Engineer."

REPORT ON "DRAINS AND OUTLET ON PRESCOTT LAND" AND "CLAIM OF THOMAS COLLINS FOR DAMAGE ON PRESCOTT LAND."

Mr. Mallette, Chairman, presented a report from the Joint Committee on Judiciary and Finance with reference to and accompanied by communication from George Mills Rogers, Attorney for Philip M. and Mary A. Prescott, presented and referred to the Joint Committee on Finance and Engineering at the meeting held November 28, 1894, (page 2326 of the Proceedings) and by that committee informally referred to the Joint Committee on Judiciary and Finance April 20, 1896, and also accompanied by communication from Thomas Collins, presented and referred to the Joint Committee on Judiciary and Finance at the meeting held January 3, 1896, (page 3074 of the Proceedings), and a report from the Attorney covering the subject matter of both communications; and the report was read.

Mr. Mallette, seconded by Mr. Carter, moved that the report be adopted, ordered printed, with enclosures filed, the recommendations made in the report concurred in, and the Clerk authorized and directed to pay the said Thomas Collins the sum of one hundred and twenty-five (\$125) dollars on the voucher of the Attorney in settlement of his claim, as provided in the report.

On roll-call, the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven (7). Nays—Mr. Wenter—one (1).

Upon which result the President declared the motion carried, the report adopted, ordered printed, with enclosures filed, the recommendations made in the report concurred in and the Clerk authorized and directed to pay the said Thomas Collins the sum of one hundred and twenty five (\$125) dollars on the voucher of the Attorney in settlement of his claim, as provided in the report.

The following is

THE REPORT:

“CHICAGO, April 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Judiciary and Finance beg to report regarding what have been called] the “Prescott Claims.”

These claims stand on reference to this committee of a communication of Thos. Collins of December 27, 1894, (page 3074 of the Proceedings), and also a communication of George Mills Rogers, Attorney for the Prescott estate, of November 15, 1894, (page 2326 of the Proceedings), addressed to the Board and referred to the Joint Committee on Finance and Engineering, and by it referred to this Committee.

The claims arise out of the following facts:

Prior to 1893, Mary A. Prescott owned that part of the northwest quarter ($\frac{1}{4}$) of Section twelve (12), Township thirty-eight (38) north, Range twelve (12) east of Third Principal Meridian, near Gary Station of the Chicago, Santa Fe and California Railway Company, lying north of the railroad.

Philip M. Prescott owned that part of such northwest quarter ($\frac{1}{4}$) lying south of the railroad.

Thomas Collins was a tenant holding from year to year from the Prescotts of these and other lands, using them for farming; that part lying south of railroad being prairie grass land and that part north of the railroad was used for grass and corn.

The District, on March 30, 1893, purchased from Philip M. Prescott the south-

easterly portion of the land owned by him south of the railroad, and received a deed, leaving him still the owner of a little less than forty acres. The District, likewise, on April 1, 1893, purchased from Mary A. Prescott the easterly two hundred (200) feet of the land owned by her north of the railroad, leaving her owning, in the northwest quarter ($\frac{1}{4}$) about sixty-seven (67) acres.

At this point the Desplaines River flowed from the north to south on the east of Mary Prescott's land, making a bend to the east and then flowing westerly and southerly to the south of Philip Prescott's land.

At the point where the river bent to the east a Diversion Channel was excavated in a southwesterly direction and a levee built on the east side of the river, opposite Mary Prescott's land, and thence from the commencement of the river Diversion southwesterly along and parallel to the southerly bank thereof.

Both deeds from the Prescotts contain a release to the District for damages to lands not taken by it for its right of way, growing out of the construction and maintenance of its Main Channel and the necessary adjuncts thereto.

Philip Prescott's deed provides that the District shall erect and continuously maintain a levee from the high ground on Section fourteen (14) on the west to the high ground on Section one (1) on the north—north and parallel to the new Diversion Channel of certain dimensions and specifications, and shall cut a ditch along the northerly side of the levee, and “shall provide and continuously maintain from the time said ditch and levee are constructed such an outlet or drain from said ditch as will carry all the water from said ditch into the Main Channel to be constructed by the grantee.”

The deed from Mary A. Prescott is the same as to release of damages and providing for the construction of the levee and ditch, but as to the outlet provides that it shall be made to the Main Channel “from the time when the Main Channel shall have been completed.”

Both deeds recognize the necessity of the River Diversion.

In the same year that the deeds were delivered, in 1893, a levee was built from the

high ground on Section one (1) on the north-east of Mary A. Prescott's land, south along the west side of the river and turned south-westerly along the northerly side of the Diversion and has been completed part of the distance along the southerly side of Philip M. Prescott's lands.

The tenant, Thomas Collins, makes claim for corn and hay injured by flood north of railroad in 1895, and for three years, 1893, 1894 and 1895, injury to hay land.

The claim of the Prescott's is founded on the alleged non-payment of rent by the tenant for the land overflowed and they desire that the tenant be awarded damages by the District to enable him to pay his rent.

We have carefully considered these claims and we report and recommend as to Thomas Collins:

That, as the District acquired the lands in 1893 after his lease for that year began, the District ought, equitably, to pay him for injuries to him during that year, which we find and fix at one hundred and twenty-five (\$125.00) dollars and recommend the payment of that amount to him.

As to the remainder of his claim alleged to have accrued after 1893, we find that this was subject to the deeds from Prescott and for which there is no liability and as to this portion the claim should be disallowed.

As to Mary A. and Philip M. Prescott, we find they have received no direct injury in the premises and under their deeds to the Sanitary District it is not in default and they are not entitled to recover and their claim should be disallowed.

We return said communication for filing.

Very Respectfully,

(Signed.) J. P. MALLETT,

Chairman.

ALEX. J. JONES,

JOS. C. BRADEN,

Joint Committee on Judiciary and Finance."

(Two (2) enclosures).

REPORT ON CLAIM OF THOMAS KRIBELL FOR WORK ON SECTION E.

Mr. Mallette, Chairman, presented a

report from the Joint Committee on Judiciary and Finance with reference to and accompanied by communication from Thomas Kribell, presented and referred to that Committee at the meeting held December 11, 1895 (page 3020 of the Proceedings) and also receipt of said Kribell in full settlement of said claim as set forth in the report and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, with accompanying receipt, ordered printed and with enclosures filed.

The motion prevailed unanimously and the President declared the motion carried, the report adopted, with accompanying receipt, ordered printed, and with enclosures filed.

The following is

THE REPORT:

"CHICAGO, April 22, 1896.

"To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In regard to the communication from Thomas Kribell, being claim for work said to have been done on Section E, presented and referred to the Joint Committee on Judiciary and Finance at the meeting held December 11, 1895, (page 3020 of the Proceedings) your Committee report as follows:

The claim as originally presented was for some \$2,042.00, and shortly after the filing of the claim, the sum of \$500.00 was paid on account. Since that payment Mr. Kribell has been paid by the contractors for Section E through the Clerk of the District the sum of \$1,542 00, and we transmit herewith his receipt for said amount in full of his claim.

The communication referred to us and said receipt are returned herewith for filing.

Respectfully submitted,

(Signed) J. P. MALLETT,

Chairman.

FRANK WENTER,

ALEX. J. JONES,

Z. R. CARTER,

JOS. C. BRADEN,

Joint Committee on Judiciary and Finance."

(Two (2) enclosures).

The following is

THE RECEIPT:

Received of James Reddick, Clerk of the Sanitary District of Chicago, the sum of fifteen hundred and forty-two (\$1,542.00) dollars, said amount being in full payment of my claim filed with the Board of Trustees of said Sanitary District at their meeting held December 11, 1895, against Angus & Gindele for the work performed on Section E of the Main Channel of said District and team sold to said firm.

THOMAS KRIBELL,

Beresford, S. D., April 14th, 1896.

REPORT ON REQUISITION FOR EMPLOYMENT OF SPECIAL COUNSEL FOR LAW DEPARTMENT.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to and accompanied by communication from the Attorney requesting authority for employment of counsel in the case of Ricker, Lee & Company against the Sanitary District, as set forth in the report, and the report was read.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted, ordered printed and with enclosure filed, the recommendations made therein concurred in and the Attorney authorized to employ assistant as provided therein.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the report adopted, ordered printed, with enclosure filed, the recommendations made in the report concurred in and the Attorney authorized to employ assistant as provided therein.

The following is

THE REPORT:

“CHICAGO, April 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary beg leave to report and submit to your Honorable Body that they are in receipt of a communication from the Attorney requesting authority to employ counsel in the case of Ricker, Lee & Company against the Sanitary District of Chicago pending in the Circuit Court of the United

States for the Northern District of Illinois, and it appearing to us that the Law Department not having at present a full complement of assistants, it is advisable that the Attorney be authorized to employ an assistant for this particular case, the bills for services to be approved by the Committee on Judiciary and so recommend.

Very respectfully,

(Signed)

J. P. MALLETTE,

Chairman.

ALEX. J. JONES,

JOS. C. BRADEN.”

Committee on Judiciary.

(One (1) enclosure.)

SPECIAL AUTHORITY GIVEN HALEY & O'DONNELL TO ENJOIN COLLECTION OF TAXES LEVIED AGAINST LANDS OF THE SANITARY DISTRICT IN WILL COUNTY FOR THE YEAR 1895.

Mr. Mallette, Chairman of the Committee on Judiciary, presented a communication from Haley & O'Donnell, with reference to and accompanied by an order authorizing and directing them to begin and prosecute proper proceedings to enjoin the proper authorities from the enforcement or collection of taxes levied against the lands of the District in Will County and to procure exemption of said lands from taxation as set forth in the order, and the report and accompanying order were read.

Mr. Mallette, seconded by Mr. Jones, moved that the communication and order be ordered printed, filed and the order adopted.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried, the communication and order ordered printed and filed, and the order adopted.

The following is

THE COMMUNICATION:

“JOLIET, Ill., April 21, 1896.

W. M. McEwen, Esq., Chicago, Ill.:

DEAR SIR—The lands of the Sanitary District in Will County are assessed for the taxes for the year 1895, and it will be necessary to prepare a bill describing all the lands, and enjoin the authorities from getting a judgment in the County Court.

As the Treasurer will probably apply in May there is no time to be lost. Please send us a description of all the lands owned by the District in Will County.

Very truly yours, etc.

(Signed) HALEY & O'DONNELL,
R."

The following is

THE ORDER:

"Ordered, That Messrs. Haley & O'Donnell, local Attorneys for the District in Will County, be and they are hereby authorized and directed to begin and prosecute proper proceedings in the name of the Sanitary District of Chicago in said County to enjoin the proper authorities from the enforcement or collection of taxes levied against the lands of the Sanitary District of Chicago in Will County for the year 1895, and to procure the exemption of said lands from taxation in said County, as is by law provided."

REPORT ON BILL OF ATCHISON, TOPEKA
AND SANTA FE RAILROAD FOR
SPECIAL TRAIN SERVICE.

Mr. Wenter, Chairman, presented a report from the Joint Committee on Finance and Engineering with reference to and accompanied by bill of Atchison, Topeka and Santa Fe Railroad Company for special train from Chicago to Willow Springs and return for use of Jury in inspecting land involved in condemnation proceedings, and the report was read.

Mr. Wenter, seconded by Mr. Jones, moved that the report be adopted, ordered printed, filed, the recommendations made in the report concurred in, and the Clerk authorized and directed to pay the said Atchison, Topeka and Santa Fe Railroad Company the sum of eighty-five and fifty one-hundredths (\$85.50) dollars on the voucher of the Attorney in settlement of its claim, as provided in the report.

On roll call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—seven (7). Nays—Mr. Kelly—one (1).

Upon which result the President declared the motion carried, the report adopted, ordered printed and filed, the recommendations made in the report concurred in, and the Clerk authorized and directed to pay the said Atchison, Topeka and Santa Fe Railroad Company

the sum of eighty-five and fifty one hundredths (\$85.50) dollars on the voucher of the Attorney in settlement of its claim as provided in the report.

The following is

THE REPORT:

"CHICAGO, April 20, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Finance and Engineering would respectfully report that they have had under consideration the bill of the Atchison, Topeka & Santa Fe Railroad Company for train service, and that we have carefully considered said bill and report that the District is jointly liable thereon with another to said railroad company for eighty-five and fifty one-hundredths (\$85.50) dollars.

This bill was incurred during the trial of the condemnation suit against James C. Burke and others, in which 484 acres of land were involved for which the owners sought to recover one thousand five hundred (\$1,500.00) dollars per acre. The jury awarded about \$150.00 per acre for most of it. During the trial it became necessary for the jury to go to see the land and the District agreed to pay its share of the expense. The above item of eighty-five and fifty one-hundredths (\$85.50) dollars was part of such expense and, owing to the District achieving such a signal victory in the suit, the other party liable has refused to pay his share. Nevertheless, as between the District and the railroad company, the latter can demand and recover of the District.

We, therefore, recommend the payment of the bill with directions to the Attorney to collect, if possible, one-half thereof, and all other expenses incident to said suit, for which others may be liable to the District from such party or parties.

Very respectfully,

(Signed) FRANK WENTER,

Chairman.

Z. R. CARTER,

J. P. MALLETTE,

ALEX. J. JONES,

Joint Committee on Finance and Engineering."

SEMI-ANNUAL PROPERTY RETURN FROM
ENGINEERING DEPARTMENT.

Mr. Wenter, Chairman, presented a report from the Joint Committee on Finance and Engineering with reference to, and accompanied by, report from the Chief Engineer, transmitting the semi-annual property return from the Engineering Department for the half year ending December 31, 1895, presented and referred to that Committee at the meeting held January 29, 1896 (page 3131 of the Proceedings); and the report was read.

The report, on motion of Mr. Wenter, seconded by Mr. Jones, was, by unanimous consent, ordered printed, and, with enclosures, filed.

The following is

THE REPORT:

"CHICAGO, April 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering, to whom was referred, at the meeting of your Honorable Body held January 29, 1896, (page 3131 of the Proceedings), a communication from the Chief Engineer, enclosing the property return of the Engineering Department for the half year ending December 31, 1895, respectfully return same herewith for filing.

Respectfully submitted,

(Signed)

FRANK WENTER,

Chairman.

Z. R. CARTER,

THOMAS KELLY,

J. P. MALLETT,

ALEX. J. JONES.

Joint Committee on Finance and Engineering."

(Two (2) enclosures.)

ENTERTAINMENT OF INTERNATIONAL
CONFERENCE OF STATE BOARDS
OF HEALTH.

The Clerk presented a communication from J. W. Scott, M. D., Secretary Illinois State Board of Health, in reference to the annual meeting of the International Conference of State Boards of Health to be held in Chicago June 10 and 11, 1896, and the communication was read.

In the same connection Mr. Kelly pre-

sented an order in reference to the same, and the order was read.

Mr. Kelly, seconded by Mr. Mallette, moved that the order be passed, and that the communication and order be ordered printed and filed.

On roll-call the vote stood: *Yeas*—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven (7). *Nays*—Mr. Wenter—one (1).

Upon which result the President declared the motion carried, the order passed and the communication and order ordered printed and filed.

The following is

THE COMMUNICATION:

"SPRINGFIELD, April 13, 1896.

Mr. B. A. Eckhart, President, Board of Drainage Trustees, Rialto Building, Chicago, Ill.

DEAR SIR—The annual meeting of the International Conference of State Boards of Health will be held in Chicago June 10th and 11th. This is an Association composed of representatives of the State Boards of Health of all the States, Mexico and the Provinces of Canada. Those in attendance will be their representative sanitary officers. It has been customary to exhibit to them the leading sanitary features of the cities and localities in which the meetings are held.

It is desired that this meeting in Chicago be made a marked one in the Association's history, and to this end this Board, which is in a sense the host of the occasion, desires the co-operation of all those interested in sanitary work.

Governor Altgeld has consented to welcome the convention on behalf of the State. The city authorities will provide for excursions to the various cribs, pumping stations, et cetera, and will exhibit the interesting features of the work of the Health Department. The State Board of Live Stock Commissioners will assist in their department.

The one sanitary enterprise which would interest those who would be in attendance, above all others, is the construction of the Drainage Channel, and this Board requests your Trustees, through you, to undertake the entertainment of the delegates to the extent of an excursion over the Drainage

Channel, and also that you and the Engineer of the Drainage Board read papers or deliver addresses upon the trip, explanatory of the work and its objects. Please favor with an early reply.

Very truly yours,
J. W. SCOTT, M. D.
Secretary."

The following is

THE ORDER:

WHEREAS, The Illinois State Board of Health, in an official communication, has called the attention of the Sanitary District of Chicago to the Annual Meeting of the International Conference of the State Boards of Health to be held in Chicago on June 10th and 11th, 1896; now, therefore, be it

Resolved, That the visiting delegates to said conference be and they are hereby in-

vited to inspect the Drainage Channel of this District under the auspices of this Board, and that the matter of making a proper exhibition of the Channel, with its Sanitary and other features, and the entertainment of said delegates, be referred to the President and the Committee on Health and Public Order, with power to act.

PRESENTATION OF BIDS FOR BUILDING
RETAINING WALLS ON SECTION 14,
MAIN DRAINAGE CHANNEL.

Mr. Kelly, seconded by Mr. Jones, moved that in conformity with the advertisements duly published, giving sixty (60) days' notice, as required by the Sanitary District Act, inviting bids for the work of building retaining walls on Section 14, of the Main Drainage Channel, the Board now proceed to open bids received in response to the same.

The motion prevailed unanimously, and it was so ordered.

The Clerk then presented and opened bids as shown by the following

SCHEDULE OF BIDS:

Retaining Walls, Section 14, Main Drainage Channel.

No.	NAME OF BIDDER.	LOCATION.	Check Deposited.
1	Campbell & Dennis.....	Joliet, Ill.....	\$ 2,000
2	Grant Smith & Co.....	Lemont, Ill.....	2,000
3	Gilman & Co.....	Willow Springs, Ill.....	2,000
4	Mall & Doan.....	Aurora, Ill.....	2,000
5	Osker Mueller.....	Chicago, Ill.....	2,000
6	McAdam & Bairstow.....	Chicago, Ill.....	2,000
7	A. & D. Sang.....	Duluth, Minn.....	2,000
8	Wright, Meysenburg, Sinclair & Carry.....	Chicago, Ill.....	2,000
9	L. L. Leach & Son.....	Chicago, Ill.....	2,000
10	The Barnet & Record Co.....	Minneapolis, Minn.....	2,000
11	Kimbell & Cobb Stone Co.....	Chicago, Ill.....	2,000
12	Blagen & Bush.....	Boston, Mass.....	2,000
13	Campbell, Rayercroft & Co.....	Chicago, Ill.....	1,000
14	R. F. Wilson & Co.....	Chicago, Ill.....	1,000
15	T. J. Prendergast.....	Chicago, Ill.....	2,000
16	Wm. Sooy Smith.....	Chicago, Ill.....	2,000

The following are

THE BIDS IN DETAIL FOR CONSTRUCTION OF RETAINING WALLS ON SECTION 14.

IN ORDER OF MAGNITUDE—LOWEST BID FIRST.

Bids of April 22, 1896.

No. of Bid.	Order of Magnitude.	NAME OF BIDDER.	Foundation Excavation 8,400 cu. yds.		Back Filling 95,000 cu. yds.		Retaining Wall 23,500 cu. yds.		Totals.
			Price per cu.yd	Total.	Price per cu.yd	Total.	Price per cu.yd	Total.	
1	1	Campbell & Dennis, Joliet, Ill.	.38	\$3,192 00	.14	\$13,300 00	2.74	\$64,390 00	\$80,882 00
14	2	R. F. Wilson & Co., Chicago, Ill.	.33 1/8	2,800 00	.16 3/8	15,833 33	2.83	66,565 00	85,198 33
15	3	T. J. Prendergast, Chicago, Ill.	.48 3/4	4,095 00	.23 3/4	22,562 50	2.82	66,270 00	92,927 50
10	4	The Barnett & Record Co., Minneapolis, Minn.	.95	7,980 00	.23	21,850 00	2.94	69,090 00	98,920 00
6	5	McAdam & Bairstow, Chicago, Ill.	.75	6,300 00	.12	11,400 00	3.57	83,895 00	101,595 00
16	6	Wm. Sooy Smith, Chicago, Ill.	.80	6,720 00	.20	19,000 00	3.35	78,725 00	104,445 00
2	7	Grant, Smith & Co., Lemont, Ill.	.75	6,300 00	.26	24,700 00	3.15	74,025 00	105,025 00
7	8	A. & D. Sang, Duluth, Minn.	.74	6,216 00	.20	19,000 00	3.40	79,900 00	105,116 00
3	9	Gilman & McNeill, Willow Springs, Ill.	.60	5,040 00	.23	21,850 00	3.35	78,725 00	105,615 00
13	10	Campbell, Raycroft & Co., Chicago, Ill.	1.06	8,904 00	.22	20,900 00	3.35	78,725 00	108,529 00
5	11	Osker Mueller, Chicago, Ill.	.65	5,460 00	.24	22,500 00	3.48	81,780 00	110,040 00
12	12	Blagen & Bush, Boston, Mass.	.80	6,720 00	.18 1/2	17,575 00	3.65	85,775 00	110,070 00
4	13	Mall & Doan, Aurora, Ill.	.95	7,980 00	.19	18,050 00	3.59	84,365 00	110,395 00
8	14	Wright, Meysenburg, Sinclair & Carry, Chicago, Ill.	1.50	12,600 00	.23	21,850 00	3.50	82,250 00	116,700 00
11	15	Kimbell & Cobb Stone Co., Chicago, Ill.	.50	4,200 00	.25	23,750 00	4.00	94,000 00	121,950 00
9	16	L. L. Leach & Son, Chicago, Ill.	.50	4,200 00	.25	23,750 00	4.35	102,225 00	130,175 00

BIDS TO BE TABULATED AND REFERRED TO JOINT COMMITTEE ON ENGINEERING AND FINANCE.

Mr. Kelly, seconded by Mr. Mallette, moved that the bids just received be compiled, summarized and tabulated by the Chief Engineer, incorporated in proceedings and the subject matter of the bids be referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Carter, the Board then adjourned.


CLERK.

April 22,]

—3313—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

APRIL 29 AND MAY 4, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and thirteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, April 29, 1896, at 2 o'clock P. M.

In the absence of the President and Clerk, the Assistant Clerk called the Board to order.

On roll-call Messrs. Boldenweck,

Kelly, Smyth and Wenter—four (4) members, were present. No quorum.

ADJOURNMENT TO SPECIAL TIME.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the Board adjourn to meet on Monday, May 4, 1896, at 1 o'clock P. M. sharp.

The motion prevailed unanimously, and the Board adjourned.


CLERK.

ADJOURNED MEETING.

The adjourned session of the three hundred and thirteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Monday, May 4, 1896, at 1 o'clock P. M., pursuant to motion.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held April 22, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Smyth.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department, Chief Engineer's roll (April, 1896).....	\$ 1,216 67	
Engineering Department, Division of Construction (April, 1896)....	4,674 20	
Engineering Department, Division of Drafting and Designing (April, 1896).....	2,862 30	
Engineering Department, Division of Records (April, 1896).....	1,070 00	
Engineering Department, Special Service (April, 1896).....	3,072 50	
Engineering Department, Discharged Men's roll (April, 1896).....	17 50	
		\$ 12,913 17
Clerical Department, Clerk's roll (April, 1896).....		901 68
Treasury Department, Treasurer's roll (April, 1896).....		166 66
Law Department, Attorney's roll (April, 1896).....	\$ 988 34	
Law Department, Joliet roll (April, 1896).....	458 34	
		\$ 1,446 68
General Account, General roll (April, 1896).....	\$ 50 00	
General Account, Towpath roll (April, 1896).....	192 50	
General Account, Trustees' roll (April, 1896).....	2,333 34	
		\$ 2,575 84
Police Department, Marshal's roll (April, 1896).....		3,018 31
Total.....		\$ 21,022 34

ENGINEERING DEPARTMENT.

Robt. W. Hunt & Co. (cement testing machine).....	\$ 185 00
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CLERICAL DEPARTMENT.

P. F. Pettibone & Co. (stationery).....	\$ 7 65
Chicago Towel Supply Co. (towel).....	2 50
C. S. Austin (ice).....	3 00
Waukesha Hygeia Mineral Springs Company (water).....	3 75
	\$ 16 90

LAW DEPARTMENT.

P. F. Pettibone & Co. (stationery).....	\$ 2 50
Huston, Ashmead, Wilson Co. (printing).....	8 00
Callaghan & Co. (court reports).....	3 50
George Hingston (court stenographer).....	24 35
C. S. Austin (ice).....	3 00
Chicago Towel Supply Co. (towel).....	1 50
Waukesha Hygeia Mineral Springs Co. (water).....	3 75
Murray & Co. (awnings).....	26 00
Wm. M. McEwen (expense).....	94 59
W. D. Barge (legal services).....	300 00
	\$ 467 19

GENERAL ACCOUNT.

The Chicago <i>Daily News</i> Company (advertising offices).....	\$ 2 70	
Victor F. Lawson, Publisher (advertising offices).....	2 25	
The Chicago <i>Times-Herald</i> (advertising offices).....	1 95	
The <i>Tribune</i> Company (advertising offices).....	1 95	
The Chicago <i>Chronicle</i> Company (advertising offices).....	1 50	
The <i>Inter Ocean</i> (advertising offices).....	2 10	
The Chicago <i>Evening Post</i> Company (advertising offices).....	1 95	
Chicago <i>Evening Journal</i> (advertising offices).....	1 50	
The Chicago <i>Dispatch</i> (advertising offices).....	1 50	
John F. Higgins (printing proceedings).....	101 37	
		\$ 118 77

POLICE DEPARTMENT.

Ryan & Hart (printing).....	\$ 5 20	
Marshall Field & Co. (sheets and cases).....	19 67	
E. W. Fisher & Co. (hay).....	105 81	
Sprague, Warner & Co. (sundries).....	25 03	
Banks & Koller (sundries).....	11 59	
J. G. Bodenschatz (sundries).....	2 00	
E. J. Coen (expense).....	15 30	
S. L. Derby (lumber).....	27 82	
		\$ 212 42
Grand total.....		\$ 22 022 62

Mr. Wenter, seconded by Mr. Mallette, moved that the vouchers as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1069, Clerical Department,
(stationery)..... \$34.37

Mr. Kelly, seconded by Mr. Mallette, moved that Requisition No. 1069, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the week ending April

25, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, April 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending April 25, 1896, as the same have been reported to me:

Engineering department.....	140
Clerical department.....	4
Law department.....	6
Treasury department.....	1
Police department.....	39
Towpath force.....	2
Telephone operator.....	1
Total employes.....	193

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.”

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of

April, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT

"Balance on hand at date of last report.....	\$ 742,361.06
Received from Collector Town of Hyde Park, Sanitary District tax account.....	63,808.92
Received from Collector South Town, Sanitary District tax account...	316,090.24
Received from Collector North Town, Sanitary District tax account..	68,529.35
Received from Collector West Town, Sanitary District tax account..	129,290.69
Received from Collector Town of Lake, Sanitary District tax account.....	68,005.33
Received from bond account, First National Bank and Illinois Trust and Savings Bank, for 50 bonds of the fifth issue, dated February 1, 1896.....	50,000.00
Received from accrued interest on above bonds.....	427.81
Received from Charles S. Deneen, Attorney, Emergency Fund returned.....	500.00
Received from National Bank of Illinois, interest for April.....	233.59
Received from Ft. Dearborn National Bank, interest for April....	232.33
Received from Globe National Bank, interest for April.....	238.36
Received from Chicago National Bank, interest for April.....	231.95
Received from Metropolitan National Bank, interest for April....	237.75
Received from Garden City Banking & Trust Company, interest for April.....	112.88
Total cash received for month.....	\$ 697,939.20
	<u>\$1,440,303.26</u>

Total cash disbursed during month as per annexed schedules, viz:	
Clerical Department....	\$ 858.83
Treasury Department..	166.66
Engineering Departm't	10,928.38
Engineering Departm't, Construction Account (paid warrants against tax levy of 1895).....	546,720.19
Law Department.....	3,236.63
Law Department, Land Account.....	125.00
General Account.....	5,607.24
Willard M. McEwen, Attorney, Emergency Fund.....	500.00
Interest Account.....	16,716.19
Appropriated for payment of warrants issued against tax-levy of 1895.....	130,359.28
Bond Interest and Premium Account....	42,500.00
Police Department.....	3,708.65
	<u>\$ 761,427.05</u>
Balance this date, in banks as per schedule endorsed hereon	<u>*\$ 678,876.21</u>

*Of the \$678,876.21 on hand, \$201,195.69 is the balance of the appropriation of \$1,000,000.00 made by ordinance of October 9, 1895, for the payment of District bonds and interest, leaving the net available cash balance this date..... \$477,680.52

(Signed) MELVILLE E. STONE,
CHICAGO, April 30th, 1896. Treasurer.

SCHEDULE:

National Bank of Illinois.....	\$146,462.61
Fort Dearborn National Bank.....	145,622.08
Globe National Bank.....	20,289.70
Chicago National Bank.....	145,138.08
Metropolitan National Bank.....	148,359.95
Garden City Banking and Trust Company.....	73,003.79
Total..	<u>\$678,876.21</u>

PAYMENT FOR REPAIRS ON LEVEE AND BREAK IN "I AND M CANAL,"
ON SECTION 10.

The Clerk presented a report from the Chief Engineer asking approval of voucher drawn in favor of Mason, Hoge, King & Co. to the amount of \$75.27 for repairs to the levee on Section 10 and also voucher in favor of Mason, Hoge & Co.

to the amount of \$7 04 for repairing break in the Illinois and Michigan Canal on Section 10, all to be charged to the account of E. D. Smith & Co., as set forth in the report; and the report was read.

Mr. Mallette, seconded by Mr. Kelly, moved that the report be ordered printed and referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, April 28, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have to ask your approval of voucher drawn in favor of Mason, Hoge, King & Co., to the amount of \$75 27 on account of repairs to levee on Section 10 and also a voucher in favor of Mason, Hoge, King & Co., amount \$7.04 for repairing break in Illinois and Michigan Canal on Section 10, all in the month of December, 1895, and all to be charged to the account of E. D. Smith & Co. The work was done under the direction of our Superintendent of Construction, Mr. U. W. Weston, and full explanations have been made to the Committee on Engineering and Finance.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT AND ORDER ON PAYMENT TO ILLINOIS TRUST AND SAVINGS BANK OF INTEREST UNDER AGREEMENT FOR PURCHASE OF TAX LEVY WARRANTS.

The Clerk presented a report from the Treasurer, transmitting statement from Illinois Trust and Savings Bank, with reference to interest under agreement of December 11, 1895, for the purchase of tax levy warrants; and the report was read.

In connection with the report, Mr. Wenter, for the Committee on Finance, presented an order authorizing and directing the Clerk to pay the Illinois Trust and Savings Bank interest to May 1, 1896, as provided in the order; and the order was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved that the report and order be ordered printed and filed, the order adopted, and the Clerk authorized and

directed to pay interest as provided therein.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The enclosed statement from the Illinois Trust and Savings Bank, regarding the payment of interest for the month of April, under their contract of December 11, 1895, I wish to submit to your Honorable Body for your information and for such action as may seem proper.

I have investigated their statement and find their claim of \$706.64 for April interest is correct.

Very respectfully,

(Signed) MELVILLE E. STONE,
Treasurer.

By A. B. CLEGHORN,
Assistant Treasurer."

The following is

THE ORDER:

"*Ordered*, That the Clerk of this District be and he is hereby authorized and directed to draw a warrant on the Treasurer, payable to the Illinois Trust and Savings Bank, in the sum of seven hundred six and sixty-four one-hundredths (\$706.64) dollars, in full of interest due May 1, 1896, under agreement between the District and said Illinois Trust and Savings Bank, bearing date the 11th day of December, 1895, for the purchase of tax-levy warrants; said sum to be charged to the interest account of the District and to be drawn from funds heretofore appropriated on October 9, 1895, for the payment of interest on tax-levy warrants."

CLAIM FOR SPECIAL LEGAL SERVICES.

Mr. Mallette presented a bill from George E. Dawson, attorney at law, for \$400.00, being claim for special legal services for account of the Sanitary District, as set forth in the bill; and the bill was read.

Mr. Wenter, seconded by Mr. Carter, moved that the bill be printed and referred to the Joint Committee on Finance and Judiciary.

The motion prevailed unanimously, and it was so ordered.

The following is

THE BILL:

"CHICAGO, February 20th, 1896.

Sanitary District of Chicago:

To GEORGE E. DAWSON, Dr.,

Attorney at Law,

611 First Nat'l Bank Bldg.

1896.

Jan. 3.	Attendance at Sanitary District half day on Committee on Judiciary and Finance.	
Jan. 4.	Forenoon called with Messrs. Eckhart and Wenter on Pres. Mitchell of Ill. Trust & Savings Bank in regard to interest matters; heard argument of Heidenreich claims before Joint Committee on Judiciary and Finance.	
Jan. 5 to Jan. 13.	Consideration of question of Heidenreich claims and written opinion.....	\$ 300 00
	Comparison of amended bill in Michael Guilford vs. Sanitary District, Agnew & Co. et al., with original bill. Consideration of case made by amended bill and drafting special demurrer to same.....	\$ 100 00
		<u>\$ 400 00</u>

NOTICE OF CLAIM IN REFERENCE TO CONSTRUCTION OF LEVEES ON SECTION F.

The Clerk presented and read a communication from Wier, McKechney & Co., being notice that they would claim payment for the construction of a levee on Section "F", connecting the two waste banks, and another levee on same section, between the end of the north waste bank paralleling the old Ogden Ditch to a connection with levee on Section "G", as set forth in the communication.

Mr. Boldenweck, seconded by Mr. Smyth, moved that the communication be ordered printed, and referred to the Committee on Engineering.

The motion prevailed unanimously and it was so ordered.

The following is

THE COMMUNICATION:

"CHICAGO, Ill., April 18, 1896.

Hon. Board of Trustees, Sanitary District, Rixto Building, Chicago, Ill.:

GENTLEMEN—We were recently directed by the Engineer in charge of Section "F" to construct a levee connecting the two waste banks and another levee between the end of the north waste bank paralleling the old Ogden Ditch to a connection with the levee on Section "G."

We believe that the construction of these levees are to be of a permanent character and under our contract we are not obliged to do this as part of the work of excavation of the Main Drainage Channel or River Diversion. We are, however, willing to do this work provided the District pays us for the same such a compensation as the work costs to do. The levee under Clause 10 of the contract has been completed and connected as provided for in Clause 10 of contract and supposed to be sufficient guard against all floods. Any further or additional levees which the Engineer in charge may direct to be constructed are, in our opinion, extra work and to be paid for as provided in the contract. We shall therefore, under the direction of the Engineer, proceed to construct a levee as indicated by him and will present to the Board the cost of same, which we shall expect to be paid for, and we do this work only on this understanding.

Yours respectfully,

(Signed) WEIR, McKECHNEY & Co."

SATURDAY CLOSING OF OFFICES.

Mr. Smyth presented an order directing that the offices of the District be closed at noon on all Saturdays from May 1 to October 3, 1896, inclusive, as provided in the order; and the order was read.

Mr. Smyth, seconded by Mr. Jones, moved the adoption of the order, which was carried, Mr. Kelly voting nay.

The following is

THE ORDER:

"Ordered, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed at twelve (12) o'clock noon, on every Saturday from May 1 to October 3, 1896, inclusive, and that said half-holiday be and the same is hereby extended to all the em-

ployes of said Sanitary District; and be it further

"Ordered, That the Chief Engineer of said Sanitary District be and is hereby authorized and empowered to suspend the above order, so far as the same applies to employes in the field, whenever, in the judgment of said Chief Engineer, their services may be required, and in such case the Chief Engineer may substitute the equivalent of said Saturday half-holiday at such other times as the interest of the service may permit."

PAYMENT OF MAY INTEREST ON BONDS.

Mr. Mallette, for the Committee on Finance, presented an order instructing the Clerk to draw a warrant on the Treasurer, payable to the order of the Treasurer, in the sum of forty-two thousand five hundred (\$42,500) dollars, to be used in the payment of May interest on the first issue of bonds of the District, as provided in the order; and the order was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

"Ordered, That the Clerk be and he hereby is instructed to draw a warrant, payable to the order of the Treasurer, for the sum of forty-two thousand five hundred (\$42,500) dollars, to pay the semi-annual interest accruing May 1, 1896, on the balance of the first issue of bonds of the Sanitary District of Chicago outstanding, being one million seven hundred thousand (\$1,700,000) dollars at five per cent per annum, and that the Treasurer be, and he hereby is, authorized and directed to pay said semi-annual

interest upon the proper presentation and cancellation of the interest coupons evidencing the same, such payment to be charged to its proper account."

CLERK TO RETURN CHECKS OF CERTAIN BIDDERS FOR CONSTRUCTION OF RETAINING WALLS ON SECTION 14.

Mr. Boldenweck, for the Committee on Engineering and Finance, presented an order, authorizing and directing the Clerk to return the checks of all bidders of April 22, 1896, for building retaining walls on Section 14, except those of the five lowest bidders and the order was read.

Mr. Boldenweck, seconded by Mr. Smyth, moved the adoption of the order.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

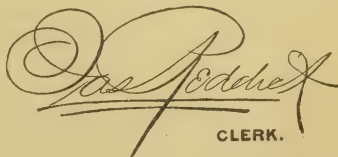
The following is

THE ORDER:

"Ordered, That the Clerk be and he is hereby authorized and directed to return the checks deposited by bidders with their proposals for building retaining walls on Section fourteen (14), except the checks of the five (5) lowest bidders as same is shown in schedule of bids on page 3312 of the Proceedings."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Smyth, the Board then adjourned.


CLERK.

May 4,]

—3321—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

MAY 13, 1896.

OFFICIAL RECORD.

*Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and fourteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, May 13, 1896, at 1:30 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—(9) members, were present.

MINUTES.

The minutes of the regular meeting held April 29, 1896, and of the adjourned session of the same held May 4, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Kelly.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

A. C. McClurg & Co. (stationery).....	\$	16 62
Cameron, Amberg & Co. (stationery).....		31 44
P. F. Pettibone & Co. (stationery).....		39 60

P. F. Pettibone & Co. (stationery).....	\$	36 11	
Dennison Manufacturing Company, (tags).....		6 50	
Cargill & Co. (paper).....		2 80	
Huston, Ashmead, Wilson Company, (letter heads).....		13 50	
A. H. Abbott & Co. (drafting material).....		14 05	
Eugene Dietzgen Company, (drafting material).....		3 60	
Keuffel & Esser Co. (drafting material).....		5 70	
F. Mayer & Co. (blue printing).....		57 88	
Ayres & Wygant, (rent—Corwith).....		15 00	
John McCaffery, (rent—Brighton Park).....		25 00	
J. M. Abbitt, (rent—Willow Springs).....		20 00	
H. S. Norton, (rent—Lemont).....		18 00	
O. W. Moon, (rent—Lockport).....		20 00	
Waukesha Hygeia Mineral Springs Company, (water).....		7 50	
C. S. Austin, (ice).....		12 00	
Chicago Towel Supply Company, (towel).....		5 40	
Joseph Carlin, (gauge reading, April, 1896).....		10 00	
E. Hastings, (gauge reading, April, 1896).....		10 00	
W. M. Kirkham, (gauge reading, April, 1896).....		10 00	
Wm. McGinnis, (gauge reading, April, 1896).....		10 00	
Mary Rusk, (gauge reading, April, 1896).....		10 00	
W. H. Salisbury & Co. (rubber mitts).....		1 58	
W. H. Salisbury & Co. (finger tips).....		3 50	
Standard Oil Company, (oil).....		5 57	
The Tobey Furniture Company, (furniture).....		5 00	
Alfred L. Robbins Company, (glass tubes).....		7 00	
Fuller & Fuller Company, (paints and oils).....		10 53	
Fuller & Fuller Company, (sundries).....		5 02	
Soper Lumber Company, (stakes).....		125 00	
R. Seelig, (repairing tapes).....		2 50	
New York Aristotype Company, (photo supplies).....		2 00	
Sweet, Wallach & Co. (photo supplies).....		5 29	
Treleven Optical Company, (photo supplies).....		22 36	
J. M. Abbitt, (sundries).....		33 35	
The Chicago Wholesale Picture Company, (frame).....		4 25	
S. L. Derby Lumber Company, (temporary building, Sec. 5).....		76 52	
Isham Randolph, (postage stamps).....		36 00	
Isham Randolph, (expense and traveling).....		37 00	
E. R. Shnable, (expense and traveling).....		35 48	
H. B. Alexander, (expense and traveling).....		18 98	
Chas. L. Harrison, (expense and traveling).....		41 50	
W. T. Keating, (expense and traveling).....		21 81	
Wm. Trinkaus, (expense).....		30 86	
	\$		931 80
CLERICAL DEPARTMENT.			
Chicago Edison Company, (repairs).....	\$		1 17
LAW DEPARTMENT.			
Chicago Telephone Company, (toll service).....	\$		5 20
TREASURY DEPARTMENT.			
Cameron, Amberg & Co. (bond register).....	\$		17 50
GENERAL ACCOUNT.			
The <i>Engineering News</i> Publishing Company, (advertising retaining walls).....	\$	86 24	
The <i>Engineering Record</i> , (advertising retaining walls).....		57 60	
Hotel Livery Company, (livery).....		8 00	
	\$		151 84

POLICE DEPARTMENT.

Chicago Telephone Company, (moving telephone).....	\$ 40 00
Daniel E. Tracy, (horseshoeing).....	12 00
Bohanon Carriage Company. (carriage repairs).....	175 00
	<hr/> \$ 227 00

ENGINEERING DEPARTMENT.

**Construction Account—*

Mason, Hoge & Co. (Section 6, May 1, 1896)	14,277 37
Mason, Hoge & Co. (Section 7, May 1, 1896).....	10,354 31
Mason, Hoge, King & Co. (Section 8, May 1, 1896).....	4,593 51
Heldmaier & Neu, (Section A, May 1, 1896).....	1,785 98
Heldmaier & Neu, (Section B, May 1, 1896).....	6,213 38
Western Dredging and Improvement Company, (Section C, May 1, 1896).....	4,729 37
E. D. Smith & Co. (Section D, May 1, 1896).....	6,191 04
Angus & Gindele, (Section E, May 1, 1896).....	4,602 62
Weir, McKechney & Co., (Section F, May 1, 1896).....	1,520 10
Gahan & Byrne, (Section G, May 1, 1896).....	5,106 29
Gahan & Byrne, (Section H, May 1, 1896).....	3,706 02
Christie & Lowe, (Section I, May 1, 1896).....	947 62
Christie & Lowe, (Section K, May 1, 1896).....	923 12
Hayes Brothers, et al. (Section N, May 1, 1896).....	1,218 57
McMahon & Montgomery Company, et al. (Section O, May 1, 1896) ..	1,549 01
Mason, Hoge & Co. (Section 6, rip-rap, etc., May 1, 1896).....	844 00
	<hr/> \$ 68,562 31
Total.....	<hr/> \$ 69,896 82

†Construction Account—

Griffiths & McDermott, (Section 1, May 1, 1896).....	\$18,269 56
McArthur Brothers, (Section 2, May 1, 1896).....	8,426 25
Gilman & Co. (Section 3, May 1, 1896).....	9,742 69
McArthur Brothers, (Section 4, May 1, 1896).....	8,813 00
The Qualey Construction Company, (Section 5, May 1, 1896).....	10,355 19
Wright, Meysenburg, Sinclair & Carry, (Section 15, May 1, 1896)....	8,222 46
Heldmaier & Neu, (Section A, May 1, 1896).....	6,353 60
	<hr/> \$ 70,182 75
Grand total.....	<hr/> \$140 079 57

*Paid out of current funds.

†Paid with tax levy warrants.

Mr. Wenter, seconded by Mr. Carter, moved that the vouchers as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried.

ORDER IN REFERENCE TO PAYMENT OF VOUCHERS.

Mr. Wenter, Chairman of the Committee on Finance, presented an order in reference to the payment of the

vouchers, directing that the Clerk in making payment of vouchers on account of construction on outstanding estimates pay by warrants drawn against the current funds of the District to the amount of \$68,562.31 and by warrants drawn against the tax levy of the year 1895 to the amount of \$70,182.75, as set forth in the order; and the order was read.

Mr. Wenter, seconded by Mr. Mallette, moved that the order be adopted, ordered printed and filed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

"Ordered, That the Clerk be, and is hereby, directed in making payment of vouchers on the account of construction on outstanding estimates, to pay by warrants drawn against the current funds of the District to the amount of sixty-eight thousand five hundred sixty-two and thirty-one one-hundredths (\$68,562.31) dollars, and by warrants drawn against the tax-levy of the year 1895 to the amount of seventy thousand one hundred eighty-two and seventy-five one-hundredths (\$70,182.75) dollars."

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the week ending May 9, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, May 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending May 9, 1896, as the same have been reported to me:

Engineering department.....	152
Clerical department.....	4
Law department.....	6
Treasury department.....	1
Police department.....	39
Towpath force.....	2
Telephone operator.....	1
Total employes.....	205

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of April, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, May 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of and charged to the Clerical Department during the month of April, 1896, was \$838.83, divided as follows:

Salaries.....	\$ 833 33
General expenses.....	5 50
Total.....	\$ 838 83

There are outstanding liabilities of about \$30.00 for stationery, and the expenses for the present month will, from present indications, be about \$900.00.

The total amount expended and charged to the General Account during the month of April, 1896, was \$5,624.43, divided as follows:

Salaries.....	\$2,517 33
Rent.....	1,875 00
Telephone service.....	764 17
Advertising.....	240 33
Printing.....	132 44
Electric lighting.....	95 16
Total.....	\$5,624 43

There are outstanding liabilities against the General Account of about \$140.00 for advertising, and the expenses for the present month will be about \$3,000.00.

During the month of April, 1896, there were regular warrants authorized and drawn against the various accounts for \$26,332.37, as follows:

Engineering Department.....	\$10,841 38
Clerical Department.....	833 83
Law Department.....	3,241 63
Treasury Department.....	166 66
General Account.....	5,624 43
Law Department, Land Acc't.....	125 00
Police Department.....	3,955 20
Interest Account.....	1,039 24
Emergency Fund, W. M. McEwen, Attorney.....	500 00
Total.....	\$26,332 37

As directed by your Honorable Body at the meetings held October 9 and December 11, 1895, estimates issued to contractors and audited, approved and ordered paid by the Board during the

month of April, 1896, were paid in tax-levy warrants, with six (6) per cent. interest coupons attached, drawn against the tax-levy for 1895 and amounted to \$219,179.14. The total tax-levy warrants issued to April 30, 1896, has been \$1,988,427.32, and of this amount the sum of \$262,106.33 was redeemed prior to April 1, 1896, and the sum of \$546,720.19 was redeemed during the month, and attached coupons for accrued interest on this latter amount to date of redemption, amounting to \$15,676.95, were paid by the Treasurer, for which no warrant was required. The total expenditures, therefore, for the month, were as follows:

Engineering Department (Construction Account), tax-levy warrants.....	\$219,179 14
Regular warrants issued.....	26,332 37
Interest on tax-levy warrants redeemed.....	15,676 95
Total.....	<u>\$261,188 46</u>

Of the balance of the \$1,000,000 appropriated for the payment of District bonds and interest on bonds and tax-levy warrants, there were expenditures during April, 1896, to the amount of \$16,716.19, leaving the unexpended balance of the appropriation \$243,695.69.

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of April, 1896, which was read and by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, May 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg to submit to you the report of the Law Department for the month of April, 1896.

The expenses and disbursements of the Department were as follows:

Expenses and Disbursements for April.

SALARIES.

Attorneys.....	\$ 1,366 67
Office force.....	255 00
	<u>\$1,621 67</u>

GENERAL EXPENSES.

Court costs.....	\$ 158 57
Right of way.....	147 71
Expense account...	31 55
Legal services.....	1,250 00
Printing and stationery.....	32 15
	<u>\$16,19 96</u>

LAND ACCOUNT.

Thomas Collins, for overflow to lands in Sec. 12, 38, 12..	125 00
Total.....	<u>\$3,366 63</u>

The several matters which have been considered by, or happening within the notice of, the department may be summarized as follows:

After considerable negotiation for a settlement, condemnation proceedings have been instituted in the Circuit Court of Cook County against the Chicago and Western Indiana Belt Railway Company and others, to condemn a crossing for the Main Channel at the tracks of said railway company.

Proceedings in the way of a bill for injunction have been instituted by the District in the Circuit Court of Will County to prevent the subjecting of the lands of the District to taxation for the year 1895. Although the Circuit Court of Will County decided, with reference to the taxes of 1894, that the lands of the District were exempt by law from taxation, yet the officials of Will County consider that they were bound to make the assessment against the property of the District for the taxes of 1895. This compels the District to bring its bill for injunction to restrain the collection of such taxes so illegally levied.

Trial has been had, in the Circuit Court of Will County, of the ejectment suit of Allen versus the Sanitary District of Chicago, involving certain lands purchased under warranty deeds from the heirs of the Daggett estate. The case has been taken under advisement by the Court, and a decision is expected at an early date.

Suit to condemn lands in Will County, known as Tracts 54, 54a and 54b, against the Western Stone Company and others, has been begun in the Circuit Court of Will County, and will be tried early the coming summer.

In the case of the Sanitary District versus Cook, a final order has been entered in favor of the District, awarding

it \$1,500.00, value of certain ice houses in dispute. From this order the defendant, Cook, has prayed an appeal to the Appellate Court of Illinois for the First District.

Suit in forcible entry and detainer has been brought for possession of certain lands situated on Western avenue, bought by the District under warranty deed from George W. Lay, against the occupant of such premises, and will early be determined.

The Sanitary District has been made a party defendant in the courts of both Will and Cook Counties, in creditor's bill proceedings against contractors, none of which suits, however, in any manner involves personal liability of the District.

The case of Ricker, Lee & Company versus the District, in the United States Circuit Court, was referred to a Master in Chancery, and will be the subject of evidence and hearing in the months following April.

In the case of Baxter versus Smith & Eastman, where the District is a party defendant, depositions on the part of the plaintiff have been taken.

The old subject of the incorporation of territory at Sag into a village, has been revived by a petition filed in the Clerk's office of the County Court of Cook County to incorporate the Village of Carrollville.

The former attempt to incorporate this territory into the Village of Sag Bridge, was defeated, as being opposed to the good order of the District, and following the same lines, the Department, in the name of the District, has prepared and filed objections to the petition to incorporate "Carrollville" in the County Court.

Report has been made, in conjunction with the Engineering Department, on the legal and other aspects of the questions concerning the Romeo highway, leading west from Romeoville to Romeo Island.

The renewal, with modification, of lease of the offices occupied by the District, for the year from May 1, 1896, to and including April 30, 1897, has been prepared by the Department and executed by the President and Clerk of the District and the lessors of the premises.

A number of claims of laborers against contractors, for labor, have been adjusted during the month, and settlement for the same made by the contractors.

The Collins and Prescott claims were

reported on by the Department, and have been equitably passed upon by the Board.

Other claims have been in process of investigation and determination.

The continuation of the negotiations with railroad companies, regarding crossings by the Main Channel, has occupied considerable of the time of the Law Department. A number of legal questions involved in the work of the District have also been considered, in addition to the regular routine of the office.

The month of May, 1896, will be occupied with the various railroad and other pending questions, condemnation suits in Cook and Will Counties, attending to the various litigations to which the District has been made a party, consideration of claims, preparation of certain contracts, and routine work.

Very respectfully,

(Signed) W. M. McEWEN,

Attorney."

REPORT AND ORDER ON INJUNCTION BOND—WILL COUNTY TAX CASE.

The Clerk presented a report from the Attorney in reference to and accompanied by an order authorizing and directing the President and Clerk to execute a proper injunction bond, for a temporary injunction in the cause of the Sanitary District of Chicago vs. James W. Martin, County Treasurer of Will County, Illinois, to restrain the collection of taxes on certain lands owned by the District in said County as set forth in the order, and the report and order were read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be approved, the accompanying order adopted, and the report and order printed and filed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In prosecuting the suit of the Sanitary District of Chicago against James W. Martin, County Treas-

urer of Will County, to restrain the collection of taxes on the lands of the District illegally levied for the year, it has become necessary, in order to secure an injunction restraining said Treasurer from collecting said taxes, under the law and the rules and practice of courts of Chicago, to present and file an injunction bond in said cause with surety running to said Treasurer, conditioned to secure him from loss or damage, should it subsequently be determined that the injunction should not have been issued; Mr. John W. Nadelhoffer, the real estate agent of the District for Will County, has offered to act as surety on such bond upon his being indemnified by the agreement of the District to hold him harmless.

I therefore recommend that authority and direction be given to the President and Clerk to execute a proper injunction bond in said cause, and that said John W. Nadelhoffer be indemnified, as requested by him, and present herewith an order to that effect.

Very respectfully,

(Signed)

W. M. McEWEN,

Attorney."

The following is

THE ORDER:

"*Ordered*, That the President and the Clerk of the District be and they are hereby authorized and directed to execute, on behalf of and in the name of the District, under its corporate seal, a bond for a temporary injunction in the cause of the Sanitary District of Chicago versus James W. Martin, County Treasurer of Will County, in the Circuit Court of said county, in such form and amount as may be approved by the Court, to restrain said Treasurer from collecting or proceeding to collect taxes levied against the lands of the District in Will County; and it is further

Ordered, That in consideration that John W. Nadelhoffer execute said bond as surety on behalf of the District, that the District will and does hereby undertake and agree with said John W. Nadelhoffer to keep and hold him harmless from all loss, liability or damage suffered or incurred by him or through executing said bond as surety as aforesaid."

REPORT ON "CLAIM FOR SPECIAL LEGAL SERVICES."

Mr. Wenter, Chairman, presented a

report from the Joint Committee on Finance and Judiciary with reference to, and accompanied by, bill of George E. Dawson for special legal services, presented and referred to that Committee at the meeting held May 4, 1896, (page 3318 of the Proceedings), recommending that the same be paid; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, ordered printed and filed, the recommendations made in the report concurred in and the Clerk authorized and directed to pay the said George E. Dawson, on the voucher of the Attorney, the sum of \$400.00 in settlement of his bill as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried,

The following is

THE REPORT:

"*To the Honorable the Board of Trustees of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Finance and Judiciary, to whom was referred the bill of George E. Dawson for special legal services for four hundred (\$400.00) dollars (page 3318 of Proceedings), respectfully report to your Honorable Body that they have carefully examined the said bill for services and find the same correct, and recommend that the same be paid by the District.

Returned herewith is said bill for filing.

(Signed)

FRANK WENTER,

Chairman.

Z. R. CARTER,

J. P. MALLETT,

ALEX. J. JONES,

Joint Committee on Finance and Judiciary."

REPORT AND ORDER FOR PAYMENT FOR

"MICHAEL F. LOUGHRAN ET AL.

LAND."

Mr. Wenter, Chairman, on behalf of the Joint Committee on Finance and Engineering, presented a report with reference to and accompanied by an

order authorizing and directing the Clerk to pay to W. M. McEwen, Attorney, on his voucher, the sum of \$30,337.00, said sum to be deposited with James W. Martin, County Treasurer of Will County, Illinois, as a deposit for right of way lands in Will County owned by Michael F. Loughran et al., a copy of an order of the Circuit Court of Will County being attached to said order and made a part thereof; and the report and accompanying papers were read.

Mr. Wenter, seconded by Mr. Mallette, moved that the report be approved, the accompanying order adopted, and the report and order be printed and filed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight (8). Nays—Mr. Braden—one (1).

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, May 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering would respectfully report to your Honorable Body that they have had under consideration the subject of taking of the lands near Lockport in Will County, condemned in the suit of the District against Michael Loughran et al., in the Circuit Court of Will County, known on the records of the District as Tracts 38, 39, 42, 43 and 48, the verdict in which case was recently affirmed by the Supreme Court of Illinois, and have concluded that the District cannot reasonably do without all of said tracts for its corporate purposes, and that the District should now elect to take said property and deposit the amount awarded by the verdict of the jury, namely: Thirty thousand three hundred and thirty-seven (\$30,337.00) dollars, with the County Treasurer of Will County for the owner or owners of said tracts and parties entitled, and your Committee accordingly so recommend and present here-

with a proper order in the premises and recommend its passage.

Very respectfully,

(Signed) FRANK WENTER,
Chairman.

Z. R. CARTER,
J. P. MALLETT,
WM. BOLDENWECK,
THOMAS KELLY,
ALEX. J. JONES.

Joint Committee on Finance and Engineering.”

The following is

THE ORDER:

“*Ordered*, That the Clerk of the District be and he is hereby authorized and directed to pay on the voucher of the Attorney, to W. M. McEwen, Attorney, the sum of thirty thousand three hundred and thirty-seven (\$30,337.00) dollars, said sum to be deposited by said W. M. McEwen, Attorney, with James W. Martin, County Treasurer of Will County, Illinois; said sum of thirty thousand three hundred and thirty-seven (\$30,337.00) dollars to be held on deposit by said County Treasurer for the use and benefit of the owners of, or persons interested in, certain lands and property hereinafter described, situated in Will County, Illinois, pursuant to a certain order of the Circuit Court of said Will County, entered on December 21, 1894, in certain condemnation proceedings then pending in said court, being Case No. 15,006, entitled, Sanitary District of Chicago versus Michael F. Loughran et al., said order being finally affirmed in the Supreme Court of Illinois, on the date of March 6, 1896. As evidence of the affirmance of said order of the said Circuit Court, the *precedendo* and final order of the said Supreme Court of Illinois were filed in the office of the Clerk of the said Circuit Court of Will County on the date of May 12, 1896, a copy of said final order of said Circuit Court being hereto attached, and made a part hereof; said above sum being the aggregate amounts awarded by the verdict of the jury and the aforesaid orders as compensation for the following described lands, to-wit:

That part of Section twenty-two (22) Township thirty-six (36) North, Range ten (10), East of the Third Principal Meridian described as follows:

The west five hundred and seven and seven one-tenths (507.7) feet of the north half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$) of said Section twenty-two (22), containing fifteen and forty-one one-hundredths (15.41) acres, more or less.

Also, Lot four (4) in the southwest quarter ($\frac{1}{4}$) of said Section twenty-two (22), except a strip of land in the southeast corner of said Lot four (4) bounded and described as follows: Beginning at the quarter section corner of the south line of said Section twenty-two (22); running thence north on the half section line five and twenty-eight one-hundredths (5.28) chains; thence south thirty-nine degrees (39 deg.), twenty-five minutes (25 min.), six and eighty-four one-hundredths (6.84) chains to the south line of said section; thence east four and thirty-four one-hundredths (4.34) chains to the place of beginning. Containing fifty-five and seventy-one one-hundredths (55.71) acres, more or less.

Also, Lot one (1) of the subdivision of the southwest quarter ($\frac{1}{4}$) of said Section twenty-two (22), containing thirty-seven and eighty-four one-hundredths (37.84) acres, more or less.

Also, Lot five (5) of the subdivision of the northwest quarter ($\frac{1}{4}$) of said Section twenty-two (22), containing fourteen and seventy-nine one-hundredths (14.79) acres, more or less.

Also, a piece of land described and known as the west five hundred and seven and seven one-tenths (507.7) feet of Lot seven (7) of the subdivision of part of the northeast quarter of said Section twenty-two (22), containing nine and sixty-three one-hundredths (9.63) acres, more or less. All of the above premises being situate in the Township of Lockport, in Will County, and State of Illinois. Said above described pieces and parcels of land being otherwise known on the plat-books of the Sanitary District as Tracts forty-three (43), forty-eight (48), forty-two (42), thirty-eight (38) and thirty-nine (39), respectively.

The following is

THE ORDER OF THE CIRCUIT COURT :

WILL COUNTY CIRCUIT COURT. }
Of the January Term A. D. 1895. }

United States of America, State of Illinois,
County of Will—ss.

At a Circuit Court in the Ninth Judicial

Circuit of the State of Illinois, begun and held at the Court House, in Joliet, within and for the County of Will, on the first Monday of January, (the same being the seventh day of said month) in the year of our Lord one thousand eight hundred and ninety-five, and of the Independence of the United States the one hundred and nineteenth.

Present—Honorable Dorrance Dibell, one of the Judges of said Circuit, presiding; Frank Vander Bogart, Clerk of said Court; Edward C. Akin, State's Attorney of said County, and John Francis, Sheriff of said County.

Attest—Frank Vander Bogart, Clerk.

WILL COUNTY CIRCUIT COURT,

Of the January Term A. D. 1895.

Monday, January 21st, 1895, Court met pursuant to adjournment.

Present—Hon. Dorrance Dibell, Judge; Frank Vander Bogart, Clerk; John Francis, Sheriff, and Edward C. Akin, State's Attorney.

Attest—Frank Vander Bogart, Clerk.

Sanitary District of Chicago, 15006, v. Michael F. Loughran, Sarah Loughran his wife, et al.—*Petition for Condemnation.*

And now on this day come the parties hereto, by their respective attorneys, and petitioner's motion for a new trial is now overruled, and petitioner excepts. And now on this day come John Kerwin, Leopold Strauss and M. A. Flack, by their attorneys, Hill, Haven & Hill, and present to the Court the notes secured by the trust deed from said M. F. Loughran to Joseph Braun, Jr., recorded in Book 383, page 243, of the records, in the Recorder's Office of Will County, each of said notes being endorsed to the order of said Michael F. Loughran and consent that the same be filed in this court, and that an order may be entered herein for the payment of their respective shares of the condemnation money herein to said Loughran, and also comes said Joseph Braun, Jr., by his attorney, and agrees to release said trust deed of record, and that an order may be entered herein to that effect.

It is, therefore, ordered that said Loughran cancel said notes by writing the word

"paid" across the face of each of them and erasing the signature to each, and that thereupon said notes be filed herein by the clerk of said court, and that said Joseph Braun, Jr., execute, acknowledge and file in the Recorder's Office of said Will County, a release of said trust deed.

It is further ordered by the Court that upon the payment by the petitioner to Michael F. Loughran or to the County Treasurer of Will County, of the sum of three thousand and eighty-two (\$3,082.00) dollars, so awarded by the jury as damages for the following described property:

Tract forty-three (Tet. 43) described as the west five hundred and seven and seven-tenths (507.7) feet of the north half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$) of Section twenty-two (22), Township thirty-six (36) North, and of Range ten (10) East of the Third Principal Meridian, in the Township of Lockport, Will County, Illinois, containing fifteen and forty-one one-hundredths (15.41) acres more or less, petitioner do take possession of and thereafter hold, possess and enjoy the same for the uses and purposes set forth in its petition filed herein.

And it is further ordered by the Court that upon payment by the petitioner to the said Michael F. Loughran or to the County Treasurer of Will County of the sum of eleven thousand one hundred and forty (\$11,140.00) dollars, so awarded by the jury as damages for the land taken and described as follows: Tract forty-eight (Tet. 48) described as Lot four (4) in the South West quarter ($\frac{1}{4}$) of said Section twenty-two (22) (except a strip of land in the southeast corner of said Lot four (4) bounded as follows: Beginning at the quarter section corner of the south line of said Section twenty-two (22) running thence north on the half section line five and 28-100 (5.28-100) chains, thence south thirty-nine (39) degrees, twenty-five (25) minutes, six and 84-100 (6.84-100) chains to the south line of said section, thence east four and 34-100 (4.34-100) chains to the place of beginning) in the Township of Lockport, Will County, Illinois, containing fifty-five and 71-100 (55.71-100) acres, the petitioner do take possession of and thereafter hold, possess and enjoy the same for the uses and purposes set forth in its petition filed herein.

And it is further adjudged by the Court

that upon payment by the petitioner to the said Michael F. Loughran or to the County Treasurer of Will County of the sum of seven thousand five hundred and sixty-eight (\$7,568) dollars so awarded by the jury as damages for the land taken, described as tract forty-two (42) and known and described as Lot one (1) of the Subdivision of the southwest quarter ($\frac{1}{4}$) of Section twenty-two (22) in Township thirty-six (36) North and of Range ten (10) East of the Third Principal Meridian in the Town of Lockport, Will County, Illinois, containing thirty-seven and 84 100 (37.84-100) acres more or less, the petitioner do take possession of, and thereafter hold, possess and enjoy the same for the uses and purposes set forth in its petition filed herein.

And it is further ordered by the Court that upon payment by the petitioner to Michael F. Loughran, or to the County Treasurer of Will County, Illinois, of the sum of five thousand one hundred seventy-six and fifty one-hundredths (\$5,176.50) dollars, so awarded by the jury as damages for the land taken and described as Tract thirty-eight (Tet. 38), and also known and described as Lot five (5) of the Subdivision of the northwest quarter ($\frac{1}{4}$) of said Section twenty-two (22) in Township thirty-six (36) North, and of Range ten (10) East of the Third Principal Meridian in said township, containing fourteen and seventy-nine one-hundredths (14.79) acres more or less, that the petitioner do take possession of, and thereafter hold, possess and enjoy the same for the uses and purposes set forth in its petition filed herein.

And it is further ordered by the Court that upon the payment by the petitioner to Michael F. Loughran, or to the County Treasurer of Will County, of the sum of three thousand three hundred and seventy and fifty one-hundredths (\$3,370.50) dollars, so awarded by the jury as damages for the land taken and described as Tract thirty-nine (39), and further described and known as the west five hundred and seven and seven-tenths (507.7) feet of Lot seven (7) of the Subdivision of part of the northeast quarter ($\frac{1}{4}$) of Section twenty-two (22), Township thirty-six (36) North and of Range ten (10), East of the Third Principal Meridian in the Township of Lockport, Will County, Illinois, containing nine and sixty-three one-hundredths (9.63) acres, more or less,

the petitioner do take possession of and thereafter hold, possess and enjoy the same for the uses and purposes set forth in its petition filed herein.

And it is further ordered by the Court that before taking possession of said tracts of land, or either of them, the said petitioner do pay the costs of this proceeding.

STATE OF ILLINOIS, } ss.
Will County.

I, Frank Vander Bogart, Clerk of the Circuit Court of Will County, in the State aforesaid, and keeper of the records and files of said Court do hereby certify the above and foregoing to be a true, perfect and complete copy of the final order and judgment of our said Court, entered of record January 21st, 1895, in a certain cause then pending therein, wherein Sanitary District of Chicago was petitioner and Michael F. Loughran, Sarah Loughran et al. were defendants as the same appears from the records of said Court now in my custody.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in Joliet, in said County, this 12th day of May, A. D. 1896.

(SEAL.) FRANK VANDER BOGART,
Clerk.

REPORT ON "NOTICE OF CLAIM IN REFERENCE TO CONSTRUCTION OF LEVEES ON SECTION F."

Mr. Boldenweck, Chairman, presented a report from the Committee on Engineering, with reference to and accompanied by a communication from Weir, McKechney & Co., being a notice that they would claim payment for the construction of the levee on Section F, connecting the two waste banks, and another levee on same section between the end of the north waste bank, including the old Ogden ditch, to a connection with levee on Section G, as set forth in the communication, presented and referred to the committee at the meeting held May 4, 1896 (page 3319 of the proceedings), the report recommending that the communication be placed on file, the claim be not allowed, and that the Chief Engineer be directed to notify Weir, McKechney & Co. that they could not proceed upon such understanding as set forth in said communication.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed, and, with communi-

cation, filed, the recommendations made in the report concurred in, and the Chief Engineer be directed to notify Weir, McKechney & Co., as provided in the report.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT

"CHICAGO, May 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Engineering to whom was referred the communication of Weir, McKechney & Company, relative to a claim for extra work for a levee to be built on Section F (page 3319 of Proceedings), would respectfully report that they have carefully considered the claim as made by Weir, McKechney & Company, and we are of opinion that the work described of building the levees in question, falls within the terms of the contract requiring contractors to build the necessary levees to protect the section from water, and should not be treated as an extra, and we recommend that the communication be placed on file and the claim be not allowed, and that the Chief Engineer be directed to notify Weir, McKechney & Company of this decision, and that they can not proceed upon any understanding set out in said communication.

We return the letter of Weir, McKechney & Company for filing.

Very respectfully,

(Signed) WM. BOLDENWECK,
Chairman.

J. P. MALLETTE,

Z. R. CARTER,

THOMAS KELLY,

ALEX. J. JONES,

Committee on Engineering."

REPORT ON "BIDS FOR BUILDING RETAINING WALLS ON SECTION 14, MAIN DRAINAGE CHANNEL" AND AWARDED OF CONTRACT.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to the bids for the work of building retaining walls on Section 14 of the Main

Drainage Channel, presented and referred to that Committee at the meeting held April 22, 1896, (Page 3312 of the Proceedings) recommending the awarding of the contract for said work to the firm of Campbell & Dennis, at the prices in their bid, with modifications as set forth in the report, and also recommending that the checks of sundry other bidders be returned after the bond of Campbell & Dennis has been approved by the Committee and the said contract duly executed by said firm; and the report was read.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be adopted, ordered printed and filed, the recommendations made therein concurred in, and the President and Clerk authorized to execute the contract for said work, under conditions as provided in the report.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine (9). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom were referred the bids for the construction of retaining walls on Section 14 of the Main Channel (page 3312 of Proceedings), would respectfully report that they have considered with great care the several bids made, in connection with the standing of the bidders, and are of the opinion that the lowest bid, being that of Campbell & Dennis, of Joliet, Illinois, is the best bid and should be accepted, and your committee accordingly recommend that the contract for the construction of the retaining walls on said Section 14 be let to said Campbell & Dennis for the amount and at the rate of their said bid, to-wit: At 38 cents per cubic yard for the foundation excavation, 14 cents per cubic yard for the back filling, and \$2.74 per cubic yard for the retaining walls, in accordance with the advertisement, plans and specifications, and modifications agreed upon in committee, upon said Campbell & Dennis giving bond to secure the fulfillment of such contract and the protection of the

District, with good and sufficient surety, to be approved by the Committee on Finance; that the President and Clerk of the District be directed to execute such contract on behalf of the District and report the same as executed to the Board of Trustees of the District, and that the checks deposited by the other bidders in the hands of the Clerk, not heretofore ordered returned, be returned by him to said bidders, respectively, after the said bond shall have been approved by said Committee on Finance and said contract executed by said Campbell & Dennis.

In making the examination of the several bids and this report your Committee note and call your attention to the fact that the bid of Campbell & Dennis, figured upon the estimates of quantities, amounts in the aggregate for the work, \$80,882.00; the next lowest bid amounting to \$85,138.33, and from that up to the sixteenth and last bid of \$130,175.00; and also to the high character of the bidders, and your Committee feel that the District is to be congratulated for the number and lowness of the bids which secures to the District this work at low cost, and also indicates the good standing of the District among contractors and the desirability of its contracts for work on the Channel.

Very Respectfully,

(Signed) WM. BOLDENWECK,
Chairman.

J. P. MALLETT,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
FRANK WENTER,

Joint Committee on Engineering and Finance."

REPORT ON "PAYMENT FOR REPAIRS ON LEVEE AND BREAK IN ILLINOIS AND MICHIGAN CANAL ON SECTION 10."

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to and accompanied by a report from the Chief Engineer, asking approval of voucher drawn in favor of Mason, Hoge, King & Co. to the amount of \$70.27 for repairs to the levee on Section 10, and also voucher in favor of Mason, Hoge & Co. to the amount of \$7.04 for repairing break in the Illinois and Michigan Canal on Section 10, all to be charged to the account of E. D. Smith & Co.; presented

and referred to that Committee at the meeting held May 4, 1896, (page 3317 of the Proceedings), the Committee report recommending that said vouchers be approved and ordered paid, and the said several amounts be charged to the account of E. D. Smith & Co. as provided in the Committee report.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report of the Committee be adopted, ordered printed, with enclosures filed, the recommendations made in the report concurred in, and the Clerk authorized and directed to pay the said vouchers, as provided in the report, and charge same to the account of E. D. Smith & Co.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight (8). Nays—Mr. Kelly—one (1).

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the communication of Isham Randolph, Chief Engineer of the District, relative to voucher for repairing break in Illinois and Michigan Canal on Section 10, and repairs to levee on said section, presented by Mason, Hoge, King & Company (page 3318 of Proceedings), respectfully report to your Honorable Body that they have considered such communication and the matters therein contained, and find that the repairs to the levee and bank of Illinois and Michigan Canal on Section 10 were within the contract of E. D. Smith & Company, and upon their failure to make such repairs it became necessary, in order to

protect the sections below from water from Section 10, to have the same made. The Engineer, under the authority of the contract with E. D. Smith & Company, engaged Mason, Hoge, King & Company to make the necessary repairs, and your Committee find that the charges of seventy-five and twenty-seven one-hundredths (\$75.27) dollars for repairing levee, and of seven and four one-hundredths (\$7.04) dollars for repairing Illinois and Michigan Canal, are reasonable and proper charges for the work done, and recommend that the vouchers drawn in favor of Mason, Hoge, King & Company for seventy-five and twenty-seven one-hundredths (\$75.27) dollars and seven and four one-hundredths (\$7.04) dollars, respectively, be approved and ordered paid, and that the said several amounts be charged to the account of E. D. Smith & Company.

Returned herewith is the communication of the Engineer for filing.

Very respectfully,

(Signed)

WM. BOLDENWECK,
Chairman.

J. P. MALLETTE,

Z. R. CARTER,

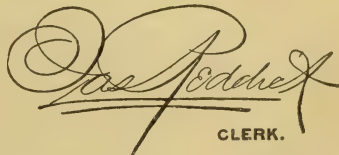
ALEX. J. JONES,

FRANK WENTER,

Joint Committee on Engineering and Finance."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Mallette, the Board then adjourned.


CLERK.

May 13,]

—3335—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

MAY 27 AND 29, 1896.

OFFICIAL RECORD.

*Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and fifteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, May 27, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Wenter, and subsequently Mr. Kelly—eight (8) members, were present.

MINUTES.

The minutes of the regular meeting held May 13, 1896, were approved as printed, on motion of Mr. Jones, seconded by Mr. Mallette.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Construction Account—

Griffiths & McDermott, (Section 1, May 16, 1896).....	\$23,825 66
McArthur Brothers, (Section 2, May 16 1896).....	15 120 00
Gilman & Co. (Section 3, May 16, 1896).....	3,407 25

McArthur Brothers, (Section 4, May 16, 1896).....	\$ 16,845 50
The Qualey Construction Company, (Section 5, May 16, 1896).....	11 092 81
Mason, Hoge & Co. (Section 6, May 16, 1896)	6,431 25
Mason, Hoge & Co. (Section 7, May 16, 1896).....	4,823 44
Wright, Meysenburg, Sinclair & Carry, (Section 15, May 16, 1896)...	12 205 38
Heldmaier & Neu, (Section A, May 16, 1896).....	7,824 69
Heldmaier & Neu, (Section B, May 16, 1896).....	5,717 25
Western Dredging and Improvement Company, (Section C, May 16, 1896).....	5,510 75
E. D. Smith & Co. (Section D, May 16, 1896).....	6,208 15
Angus & Gindele, (Section E, May 16, 1896).....	5,839 63
Weir, McKechney & Co., (Section F, May 1, 1896).....	3,926 33
Gahan & Byrne, (Section G, May 16, 1896).....	5,600 21
Gahan & Byrne, (Section H, May 16, 1896).....	4,554 05
Hayes Brothers, et al. (Section N, May 1, 1896).....	1,860 55
McMahon & Montgomery Company, et al. (Section O, May 16, 1896).....	1,390 99
Mason, Hoge & Co. (Section 10, levee repairs, April 8, 1896).....	75 27
Mason, Hoge & Co. (Section 10, levee repairs, April 5, 1896).....	7 04
	<hr/> \$ 145,266 20

ENGINEERING DEPARTMENT.

Winston & Co. (moving building).....	\$ 11 25
Marshall Field & Co. (shade).....	6 01
W. T. Keating (emergency expense).....	9 80
	<hr/> \$ 27 06

CLERICAL DEPARTMENT.

Cameron, Amberg & Co. (printing).....	\$ 19 25
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LAW DEPARTMENT.

Geo. E. Dawson (legal services).....	\$ 400 00
Will County Abstract Company (abstract).....	152 00
Callaghan & Co. (law books).....	9 75
Frank Vander Bogart, clerk (fees).....	3 00
Munson Supply Company (typewriter keys).....	3 50
N. Whitley (surveying).....	6 00
W. M. McEwan (expense).....	32 80
	<hr/> \$ 607 05

GENERAL ACCOUNT.

Chicago Edison Company (electric lighting).....	\$ 33 29
James Reddick (expense).....	4 25
	<hr/> \$ 37 54

POLICE DEPARTMENT.

S. Markiewicz (furniture).....	\$ 18 50
E. W. Fisher & Son (switching).....	2 00
	<hr/> \$ 20 50
Total.....	<hr/> \$145,977 60

Mr. Mallett, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallett and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending May

16 and 23, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, May 27, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the weeks ending May 16 and 23, 1896, as the same have been reported to me:

	May 16.	May 23.
Engineering department...	156	160
Clerical department.....	5	5
Law department.....	6	6
Treasury department.....	1	1
Police department.....	42	42
Telephone operator.....	1	1
Towpath force.....	3	3
Total employes.....	214	218

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of April, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, May 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the reports of the Divisions of Construction, and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of April, 1896; also a classified statement of expenses to May 1, 1896.

The expenses for the month of April were as follows:

Salaries.....	\$ 12,913 17
Supplies, etc.....	709 46
Contractors' estimates, regular.....	257,196 55
Contractors' estimates, collateral.....	926 31
Total.....	\$. 271,745 49

I estimate the expenses of this Department for the month of May will be \$325,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, May 25, 1896.

Isam Randolph Esq., Chief Engineer:

DEAR SIR—My report of the work of construction for the month of April is herewith submitted, accompanied with the tabulated statement setting forth the status of the work up to the 1st inst.

The weather during the month was exceptionally favorable, with temperature ranging between $+22^{\circ}$ and $+90^{\circ}$, and light showers of short duration.

The value of the work done amounted to \$293,938 94, representing 417,426 cubic yards of glacial drift, 180 025 cubic yards of solid rock and 11,660 cubic yards of retaining wall masonry. This exceeds the output of the preceding month by upward of 50 per cent.

Section O is credited with an estimate of 20,609 cubic yards of glacial drift, of which 16,190 yards were excavated with steam dredges, near Western avenue, and the balance with wheel scrapers and wagons. Arrangements were also made for conveying a portion of the material from this section to an adjacent brick yard. A force was also employed in digging a ditch near the west end of this section, for the purpose of draining off the water into the collateral channel. The plant was considerably increased during the month.

Section N returns an estimate of 6,055 cubic yards, which was taken out with a steam shovel and Heidenreich incline in seven and one-half shifts, an average of about 807 yards per shift. Considerable preparatory work was done to facilitate the movement and operation of the incline conveyor.

On Sections M and L a small force was engaged in trimming up the surface ditches, and pumping was continued up to the end of the month.

Sections I and K employed a small force of men and teams in trimming up surface ditches amounting to 8,552 cubic yards.

Section H resumed work with the steam shovel and incline plant on the 13th, and was employed twenty-three ten-hour shifts, yielding an output of 13,306 cubic yards, an average of about 578 yards per shift. The Mason & Hoover conveyor also resumed work on the 15th, and is credited with an estimate of 1,299 cubic yards, but as much preliminary work was done in cleaning and shaping up the pit, this output does not fairly represent its capacity.

Section G returns an estimate of 34,276 cubic yards which was handled with a steam shovel and belt conveyor and a steam shovel and incline conveyor. The former worked forty-seven shifts, averaging 424 yards per shift, and the latter was employed twenty-eight shifts, averaging 512 yards each. The steam sloping shovel formerly employed on *Section "H"* has been rebuilt and transferred to this section, and a force of men and teams were employed in trimming the slopes.

Section F resumed work on the 6th with one steam shovel and truss conveyor, and on the 16th started the second shovel and conveyor, the total output being estimated at 12,754 cubic yards, an average of about 336 yards per shift for the thirty-eight shifts employed; 135 cubic yards were allowed for excavation done previous to suspension of the work January 1st.

A force of men and teams were employed in trimming slopes, and a levee was also erected to guard against inundation from waters that may pass the spillway during periods of high water.

Section E more than doubled its output for the preceding month, being credited with the excavation of 36,563 cubic yards. The material is all loaded with steam shovels and is disposed of in the waste bank by a steam hoist, a steel incline and a wooden incline.

The steam shovel and steam hoist were operated ten and one-half shifts, averaging 442 yards per shift; the steam shovel and steel incline were engaged thirty-five and one-half shifts, averaging 401 yards per shift, and the steam shovel and wooden incline were employed thirty-two and one-half shifts, averaging 544 yards each. The second timber incline mentioned in my last report has not been completed.

Section D—Two steam shovels were employed an aggregate of eighty-eight shifts,

yielding an output of 50,777 cubic yards, an average of 577 yards each. Fourteen shifts were lost on account of repairing breakages and five shifts in moving.

Section C more than doubled its output of the preceding month, its estimate amounting to 45,600 cubic yards handled by three steam shovels in 115 shifts, an average of nearly 400 yards per shift.

Section B has an estimate for 53,000 cubic yards excavated during the month, of which 51,600 yards were handled by three steam shovels in 101 shifts, an average of 510 yards each per shift. The remaining 1,400 yards were taken out by wheelbarrow forces.

Section A does not show satisfactory results, considering the size of the section and the amount of material remaining therein. While the plant is quite extensive it seems to be unstable and somewhat unreliable and incapable of continuous effective work owing probably in part to defective construction. The total output amounts to 79,800 cubic yards, of which 4,300 yards were taken out by manual labor, and the balance, 75,500 yards, by six steam shovels in 188½ shifts, averaging a little over 400 yards each per shift.

Section 1 has an estimate of 55 500 cubic yards of excavation and 2,696 cubic yards of retaining wall masonry. Of the excavation, 29,200 yards was glacial drift, all but 2 500 yards of which was handled by three steam shovels in seventy shifts, averaging about 3½ yards each per shift, and the balance, 26,300 yards, was solid rock that was taken out by two cantilevers in seventy shifts, an average of about 338 yards each.

Section 2 has little excavation remaining to be done, which is principally solid rock, most of which is required for retaining walls, and is being retained for that purpose. Eleven thousand five hundred cubic yards of rock were excavated, 8,200 by two cable ways in forty-one shifts, an average of 200 yards each per shift, and 3 300 yards were taken out with derricks; 3 350 yards of retaining wall were laid.

Section 3 continued its work of cleaning up, and is well nigh completed. Its output was 14,600 cubic yards of solid rock, and 560 cubic yards of retaining wall masonry.

Section 4 is credited with an estimate for 9 200 yards of glacial drift, and 7,400 yards

of solid rock. There was also laid 1,710 cubic yards of retaining wall masonry, 1,200 yards by small boom derricks in twenty shifts, an average of 60 yards each, and 510 yards by Williams' compound derrick in eight shifts, an average of about 64 yards per shift.

Section 5—Seventeen thousand seven hundred cubic yards of material were excavated on this section, of which 6,000 yards were glacial drift, and 11,700 yards solid rock. Owing to the fact that the work of excavation was largely stripping, so as to leave the better class of rock for use in the retaining walls, much of the glacial drift and imperfect rock were handled together, which renders it difficult to give the average output of the different appliances with a satisfactory degree of accuracy; hence it is omitted.

The retaining wall masonry amounted to 1,910 cubic yards.

Section 6 gives an estimate of 39,800 cubic yards of solid rock, and the section will probably be completed during the current month.

The retaining wall is finished, and the work of rip-rapping the levee is well along.

Section 7 returns an output of 25,900 cubic yards, taken out by two Hulett derricks that averaged 331 yards per shift for forty-one shifts, and one cableway that averaged 365 yards per shift for about thirty-three shifts. A force was employed throughout the month cleaning up and finishing the Channel to grade.

Section 8 has an estimate of 19,917 cubic yards of solid rock, taken out by two cableways in sixty and seven-tenths shifts, an average of 328 yards each per shift.

Sections 9 to 14, inclusive, are completed.

Section 15 is making fair progress, its output being 22,590 cubic yards of solid rock excavation, and 1,360 cubic yards of concrete masonry.

The contractors express their intention to complete the section by the 15th of the coming November.

Respectfully submitted,
(Signed) U. W. WESTON,
Supt. of Construction."

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS	Vouchered to Ap		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retainin Wall.
O	McMahon & Montgomery Co. et al.....	747,530		
N	Hayes Bros. et al.....	145,855		
M	The Heidenreich Co.....	718,650		
L	The Heidenreich Co.....	1,093,950		
K	Christie & Lowe.....	1,120,420		
I	Christie & Lowe.....	1,136,332		
H	Gahan & Byrne.....	637,353		
G	Gahan & Byrne.....	1,012,842		
F	Weir, McKechney & Co.....	718,082		
E	Angus & Gindele.....	1,006,445		
D	E. D. Smith & Co.....	1,753,063		
C	Western Dredging and Improvement Company.....	1,436,863		
B	Heldmaier & Neu.....	1,295,514		
A	Heldmaier & Neu.....	1,417,275	674	
1	Griffiths & McDermott.....	974,066	201,000	4,440
2	McArthur Bros.....	716,800	368,100	5,250
3	Gilman & Co.....	421,910	752,700	12,560
4	McArthur Bros.....	1,086,600	166,800	1,710
5	Qualey Construction Company.....	864,300	188,200	28,920
6	Mason, Hoge & Co.....	663,800	515,300	28,500
7	Mason, Hoge & Co.....	181,300	878,500	5,800
8	Mason, Hoge, King & Co.....	49,600	1,139,200	2,874
9	Halvorson, Richards & Co.....	76,691	1,003,200	
10	E. D. Smith & Co.....	31,743	1,141,191	
11	Mason, Hoge & Co.....	44,032	989,050	
12	Mason, Hoge & Co.....	44,630	997,417	9,286
13	Mason, Hoge & Co.....	33,810	1,033,365	10,838
14	Smith & Eastman.....	376,100	1,016,200	
15	Wright, Meysenbug, Sinclair & Carry.....	32,100	461,990	1,360
	Totals.....	19,837,056	10,855,887	111,539

	Cubic Yards
Main Channel, glacial drift (including 97,100 cu. yds. Collateral Channel).....	19,837,056
Main Channel, solid rock.....	10,855,887
River Diversion, glacial drift.....	1,154,260
River Diversion, solid rock.....	226,553
Rubble masonry.....	111,539.34

†Total estimated value regular contracts.....	\$18,380,933 60
Total value of work vouchered April 30, 1896.....	14,865,860 84

Total remaining to be vouchered..... \$ 3,515,072 76

N REGULAR CONTRACTS APRIL 30, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.		
1896.		‡ Remaining to be Vouchered.				Work Vouchered for April, 1896.	Total Work Vouchered to April 30, 1896.	Total Work Remaining to be Vouchered.
RIVER DIVERSION.								
MAIN CHANNEL.								
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.				
		\$901,215			45.34	\$ 4,327 89	\$ 155,913 20	\$ 188,871 15
		967,988			13.09	1,392 65	33,546 65	222,637 24
		4,200			99.42		155,947 05	911 40
		7,931			99.28		215,508 15	1,562 41
		35,533			96.93	1,055 00	280,105 00	8,883 25
		3,517			99.69	1,083 00	284,083 00	879 25
		439,745			58.77	4,235 45	184,832 37	127,526 05
		350,900			74.27	9,597 28	283,595 76	98,252 00
158,234		371,177	16,724		64.93	3,802 26	220,417 92	124,792 68
95,718		809,253	78,765		53.13	9,872 01	300,408 42	273,626 20
		123,411	187,694		87.04	13,424 17	463,466 03	159,993 73
162,537		450,518			76.13	10,716 00	375,859 00	109,024 50
212,486		281,314			82.16	14,310 00	407,160 00	75,954 78
128,425		1,159,233	3,514		54.94	24,706 75	473,909 83	357,826 31
5,876		281,708	362,541	49,955	64.59	41,385 20	574,256 06	556,526 03
29,516		20,806	96,907	30,044	90.21	21,075 00	672,990 98	193,082 60
			15,197	747	98.72	18,516 00	827,881 70	9,595 40
		13,400	73,875	83,290	93.07	16,413 00	661,168 54	357,181 00
		183,684	93,670	42,961	79.14	16,667 00	490,278 00	266,052 50
117,100		11,432	40,742		95.77	29,253 00	683,213 50	33,493 17
97,917	43,000	400	21,774	156	97.74	19,036 50	768,748 92	16,641 41
57,932	96,900	570	21,846		98.15	15,118 68	961,278 70	18,346 41
40,741	16,894		569		99.95		814,984 61	427 39
30,313	58,276		699		99.94		975,087 60	559 20
5,756	11,483		661		99.94		807,983 27	373 73
11,739			600		99.94		839,793 54	475 50
			300		99.97		819,163 94	224 25
		4,065	225	23,500	99.69		850,982 00	83,227 25
		3,900	177,710	36,040	73.12	17,952 10	283,297 10	228,125 90
1,154,260	226,553	6,425,900	1,144,013	266,693	80.22	\$ 293,938 94	\$14,865,860 84	\$3,515,072 76

Total value of regular contract work vouchered April 30, 1896. *\$14,865,860 84
 Total value of collateral work vouchered April 30, 1896..... 1678,951 45

Total value of all construction work vouchered April 30, 1896..... \$15,544,812 29

Reserved percentages, regular contracts..... \$1,857,139 14

Reserved current estimates, regular contracts..... 138,616 89

Reserved and current collateral contracts..... 5,541 56

2,001,297 59

Total paid for construction work, April 30, 1896..... \$13,543,514 70

*Overhaul to levee, Section 1, not included.

†Overhaul to levee, Section 1, included.

‡ Total quantities and values being as given in revised estimate of January 1, 1896 (page 3177 of the Proceedings) with corrections to date.

§ Including 40,309 cubic yards to date, Collateral Channel.

SANITARY DISTRICT OF CHICAGO — ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF APRIL, 1896.

CLASSIFICATION.	Eng. Expenses.		Construction.		Total for Month.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses.	Construction	Eng. Expenses.	Construction
Preliminary Sundries.....							\$120,633 75.	
Locating Route, Main Channel.....							32,232 94	
Borings and Test Pits.....							17,461 50	
Maps and Plans for General Use of Sanitary District.....	\$ 866 50	\$ 2 00			\$ 868 50		42,546 93	
Chicago River Survey.....	1,253 50	41 77			1,295 27		41,452 20	
Right of Way.....	136 40	24 75			161 15		21,923 77	
Flood Measurements.....	155 00	66 85			221 85		22,040 59	
Disposal Works at Lockport.....	473 20	2 25			475 45		26,666 93	
Regular Construction.....	8,884 47	313 12	\$257,196 55		9,197 59	\$257,196 55	381,536 52	\$13,038,476 20
Extra Work—Main Channel.....							9,723 42	13,455 51
Levees, Trestles and Embankments.....							1,013 75	333,574 23
Spillway.....						926 31	1,754 91	200,810 27
Tow Path.....							5,246 04	20,518 41
Building Western Stone Company's Bridge.....							1,157 05	19,029 05
Building Stephens Street Bridge.....							985 66	22,329 89
Building Atchison, Topeka & Santa Fe R. R. Bridge.....							770 72	18,738 80
Building Mt. Forest Foot Bridge.....							32 17	
Building Western Avenue Temporary Bridge and Roadway.....							132 97	2,325 49
Building Pan Handle Bridge.....	274 10	11 41			285 54		1,030 48	3,984 54
Repairing and Moving Bridges.....							1,050 13	7,756 19
Office Building at Sag.....							2,339 43	
Saving of Building Sand.....								781 63
Mortar, Sand and Cement Tests.....		233 36			978 36		11,194 01	
Saving of Dimension Stone.....	745 00							11,226 00
Erosion Test.....							1,496 75	
Temporary Sanitary Relief.....							237 60	
Photographs of Works.....					138 37		4,568 45	
Public Reports.....	125 00	13 37					1,138 14	
Remasurement of Main Channel.....							5,283 82	
Effect of Main Channel water on Lake Levels.....		55					1,798 38	
General Account.....							71,947 23	
Totals.....	\$12,913 17	\$709 46	\$257,196 55	\$ 926 31	\$13,632 63	\$258,122 86	\$828,786 24	\$13,683,016 30

“CHICAGO, May 20, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of April was as follows:

The work on the regulating works and tail race was continued. The survey of the North Branch has been continued and the river was sounded between Diversey and Belmont avenues.

Some time was given to miscellaneous hydraulic data pertaining to the Desplaines and Illinois Rivers; also to the high water observations taken in the Chicago and Desplaines Rivers during December, 1895.

Considerable work was done on the designs for bridges over the Main Channel at Western avenue.

The testing of cement for use in the retaining walls of Main Channel was continued as was also the work of preparing record photographs and maintenance of water gauges.

Miscellaneous work was done pertaining to plans for improving South Branch, inspection of Main Channel, and improvement of Stock Yards slips.

The regular platting was continued on the following maps: The watershed map of Chicago and vicinity; the two contour maps between Lemont and Lockport, and the 200' scale map of the Chicago River.

Some work was done on three maps of part of the North Branch of the Chicago River, a copy of index book, drafting office, and a copy of plat book sheets, Will County, for Law Department.

The following drawings were made: Plats for A., T. & S. F. R. R. crossings; ditto for Belt R. R. crossing; plat of Western Stone Company's land in N. W. $\frac{1}{4}$, Sec. 27, 36, 10; copies of records of Thornton, Bloom, Orland and Rich Townships for watershed map; copy of old map of Chicago River in City Engineer's office and a plan for two 64-feet trestles Romeo Road.

Expenses for May will be approximately the same as for April.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer.

REQUISITION FOR EIGHTEEN MEN FOR SPECIAL SERVICE.

The Clerk presented a report from the Chief Engineer asking confirmation of the appointment of eighteen men for special service, as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Jones, moved that the report be ordered printed and filed, and the action of the Chief Engineer confirmed.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT

“CHICAGO, May 26, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I ask your confirmation of appointments which I have made to meet the needs of the service, since your last authorization, as follows: Thirteen (13) inspectors at \$75.00 per month, two (2) cement testers at \$75.00 per month, one (1) chainman at \$62.40 per month, one (1) bridge engineer at \$250.00 per month, and one (1) man on special duty at \$100.00 per month.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.”

REPORT AND ORDER ON FINAL PAYMENT TO ILLINOIS TRUST AND SAVINGS BANK OF INTEREST UNDER AGREEMENT FOR PURCHASE OF TAX LEVY WARRANTS.

The Clerk presented a report from the Treasurer transmitting a statement from the Illinois Trust and Savings Bank with reference to final payment of interest under agreement of December 11, 1895, for the purchase of tax levy warrants; and the report was read.

In connection with the report, Mr. Wenter, for the Committee on Finance, presented an order authorizing and directing the Clerk to pay the Illinois Trust and Savings Bank interest to June 1, 1896, as provided in the order; and the order was read.

Mr. Boldenweck, seconded by Mr. Jones, moved that the report and order be ordered printed and filed, the order adopted and the Clerk authorized and

directed to pay interest as provided therein.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 21st, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The enclosed statement from the Illinois Trust and Savings Bank, regarding the payment of interest for month of May, under their contract of December 11th, 1895, I wish to submit to your Honorable Body for your information and for such action as may seem proper.

This statement is their final one, and I find their claim of \$114.11, for interest to May 15th, is correct.

Very respectfully,

(Signed) MELVILLE E. STONE,
Treasurer.

By A. B. CLEGHORN,
Assistant Treasurer."

(Accompanied by statement.)

The following is

THE ORDER:

"*Ordered*, That the Clerk of this District be and he is hereby authorized and directed to draw a warrant on the Treasurer, payable to the Illinois Trust and Savings Bank, in the sum of one hundred fourteen and eleven one hundredths (\$114.11) dollars, in full of interest due June 1st, 1896, the same being final payment of interest under agreement between the Sanitary District and said Illinois Trust and Savings Bank, bearing date the 11th day of December, 1895, for the purchase of tax-levy warrants; said sum to be charged to the interest account of the District, and to be drawn from funds heretofore appropriated on October 9th, 1895, for the payment of interest on tax levy warrants."

REPORT ON CONTRACT FOR BUILDING RETAINING WALLS ON SECTION 14, MAIN DRAINAGE CHANNEL, AND APPROVAL OF BOND

The Clerk presented and read a report from the President and Clerk transmitting in duplicate executed contract with Campbell & Dennis, accompanied by bond, for building retaining walls on Section 14 (page 3333 of the Proceedings), recommending that the bond and contract, as executed, be approved and filed.

Mr. Wenter, seconded by Mr. Boldenweck, moved that the report and accompanying contract and bond be approved, printed and filed, and the recommendations made in the report concurred in.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

A concurrent report presented by Mr. Wenter, Chairman of the Finance Committee, in reference to the same matter approving the bond and making similar recommendations was then, by unanimous consent, approved, ordered printed and filed.

The following is

THE REPORT OF PRESIDENT AND CLERK:

"CHICAGO, May 27, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Pursuant to the authority and direction given at the meeting of your Honorable Body held May 13, 1896 (page 3333 of the Proceedings), the contract between the District and Messrs. Campbell & Dennis, of Joliet, Illinois, for the constructing of retaining wall on Section 14 of the Main Channel, has been executed on the part of the District by your President and the Clerk of the District, under its corporate seal, and by said Campbell & Dennis, and said Campbell & Dennis have entered into a bond to the District, with the Fidelity and Deposit Company of Maryland as surety, in accordance with the requirements of the advertisement for bids, which bond has been approved by the Committee on Finance, and the several checks, deposited with the Clerk by the several bidders in connection with their respective bids, have been returned to said bidders, respectively.

Your President and the Clerk of the

District, therefore, recommend that the contract and bond, as executed and herewith presented, be approved and placed on file.

Respectfully submitted,

B. A. ECKHART
President.
JAS. REDDICK,
Clerk."

(Accompanied by contract and bond in duplicate.)

The following is

THE COMMITTEE'S REPORT:

"CHICAGO, May 27, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN — The Committee on Finance, concurrently with the President's report of execution of contract, presents herewith, in duplicate, the contract between the District and Campbell & Dennis for the construction of retaining walls on Section 14 of the Main Channel, accompanied by bond, which has been approved by your Finance Committee, pursuant to the authority of your Honorable Body of May 13, 1896 (page 3333 of Proceedings), and recommend that said contract, with bond, be approved and placed on file, and the money deposited on contracts as bid returned.

Very Respectfully,

(Signed) FRANK WENTER,
Chairman.
J. P. MALLETT,
Z. R. CARTER,
Committee on Finance."

The following is the

CONTRACT:

"THE SANITARY DISTRICT, OF CHICAGO.

Contract and specifications for building retaining walls in Section fourteen (14) of the Main Drainage Channel, in the Valley of the Desplaines River, extending from Station 1420 to Station 1480.

This Agreement, Made and entered into this nineteenth (19th) day of May, A. D. 1896, by and between the Sanitary District of Chicago, of the first part, and George M. Campbell and James C. Dennis, copart-

ners, doing business as Campbell & Dennis, of the City of Joliet, in the County of Will, in the State of Illinois, of the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the second part, by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material, tools, explosives, labor and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to the complete construction of retaining walls in and entire removal of earth, rock, glacial drift and other material for the preparation of foundations from, that portion of the said Main Drainage Channel, known and distinguished by the specifications herein contained, and the plans accompanying them, as Section fourteen (14), together with the back filling, which, by the terms of this contract, is included in the same. Said work, in so far as retaining walls are concerned, to be entirely completed and prepared ready for inspection as provided for in Section 27 of an act of the Legislature of the State of Illinois, entitled "An act to create Sanitary Districts and to remove obstructions in the Desplaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and such assistants, superintendents and inspectors as the Chief Engineer may appoint, and by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all work shall be accepted or condemned. The said Chief Engineer and his assistants and inspectors shall have full power to reject or condemn all materials furnished or work performed under this contract which

do not fully conform to its spirit, and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties; and in like manner any matters indeterminate herein shall be governed by the decision of said Chief Engineer.

C—

Whenever the words "Sanitary District" are used in this contract they shall be understood to mean the Sanitary District of Chicago as represented by the Board of Trustees or their duly authorized and accredited agents.

Whenever the word "Engineer" is used herein it shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties intrusted to them.

Whenever the word "Contractor" is used herein it shall be understood to mean the person or persons, or copartnership or corporation entering into the contract as party of the second part.

The maps, plans and profiles hereto attached are made a part of this contract, but are subject to such modifications as are herein provided for.

SPECIFICATIONS.

1—*Section*—This portion of the work is designated and known as Contract Section No. 14, and extends from the station on center line designated as 1420 to the station designated 1480, a distance of 6 000 feet.

2—*Retaining Walls*—The sides of the Channel are to be walled with concrete masonry as soon as practicable after the execution of this contract. The stone used in said concrete to be taken from the spoil banks on the section, to conform to the specifications, as follows:

If the bottom of the Channel is in earth or glacial drift, the retaining walls shall be founded upon a footing made in a trench dug not less than one foot below grade, and as much deeper as may be directed by the Chief Engineer, said footing course to project 12 inches beyond the face of the wall. If the bottom of the Channel is in rock, the retaining walls are to be founded upon the surface of the rock. Before be-

ginning the construction of the wall, the surface of the rock is to be cleared of earth and foreign substances, and all loose and soft rock is to be removed for the full width of its base, that the wall may be founded upon a clean, solid stratum. If this stratum of natural rock inclines towards the Main Channel with such an inclination and in such a manner as, in the opinion of the Chief Engineer, to render the footing of the wall liable to slip on the same, then the contractor shall excavate the top surface of the rock parallel with and beneath the proposed wall, in accordance with the directions of the Chief Engineer, so as to effectively remove all liability of slipping. The walls in all cases are to be built to a height of five feet above datum. The dimensions of the walls shall be as shown in Plans Nos. 1 and 2, the height of wall and thickness at base being determined by the elevation of suitable foundations; provided, that when any part of the wall is constructed below the general natural surface of the rock, the form and dimensions shall be as directed by the Engineer.

The tops and faces of the walls on different sides of the Channel are to be distant from the center of the Channel two (2) feet further than the lines bounding the bottom of it.

The concrete used in said walls shall consist of two (2) parts cement, seventy (70) pounds per cubic foot; of three (3) parts sand, and of eight (8) parts broken stone; and each cubic yard of said concrete shall contain six and two-tenths (6.2) cubic feet of cement, nine and three-tenths (9.3) cubic feet of sand, and twenty-four and six-tenths (24.6) cubic feet of broken stone, or so much as in combination with the prescribed volumes of cement and sand shall make one cubic yard of monolithic concrete.

The stone shall be clean and sound, and no stone which will not pass through a two-inch ring shall be used.

The cement, sand and stone shall be mechanically mixed and thoroughly incorporated to the satisfaction of the Chief Engineer, and sufficient water to be added thereto to cause the mass to quake slightly under ramming.

The concrete shall be placed in the forms

in layers of twelve (12) inches in thickness, and shall be compacted by ramming.

The entire wall up to an elevation of minus 9.00, Chicago datum, shall be built of the concrete hereinbefore specified. Above said elevation the body of the wall shall be built of the same concrete, but shall be faced and coped with three (3) inches of mortar, made of Portland cement, proportioned as follows: One part Portland cement, three parts sand.

All cement and sand shall conform to the specifications of the Sanitary District in quality and strength, and shall pass the inspection prescribed in the specifications therein set forth.

a. *Sand* used to be coarse, clean, sharp, free from loam and pebbles.

b. *Portland and Natural Cements*—The best Portland and natural cements shall be used, brand and quality to be subject to approval by the Chief Engineer, who shall, from time to time, cause such tests to be made as may seem to him proper for determining the quality of the cement which is to be used in the work. The development of tensile strength for Portland cement shall be four hundred (400) pounds per square inch, after having set seven (7) days, and for natural cement one hundred (100) pounds per square inch, after having set seven (7) days. All lumpy, dirty or damaged cement shall be rejected; also damaged and short weight packages. The contractors shall keep on hand a supply of cement equal to the average consumption in the work during a period of ten days, and it shall be protected against rain or dampness, and so stored as to make the procurement of samples for testing easy.

3—*Back Filling*—The space back of the walls at each side of the Channel shall be filled with material excavated from the foundations, or borrowed from adjacent spoil banks, in manner and form as follows: All the space between the walls and the spoil bank shall be filled. The surface of the filling at the edge of the walls shall be at an elevation of five (5) feet above datum, and shall slope away from the wall one (1) foot vertically for each ten (10) feet for thirty (30) feet of horizontal distance, where the elevation shall be eight (8) feet above datum; thence the top of the filling shall be level until the face of the spoil bank is

reached, unless otherwise ordered by the Engineer.

4—*Disposition of Material*—The contractor, except as otherwise specified, is to dispose of all material to be excavated from the foundations under the terms of this contract at his own expense and in the most convenient manner, in waste banks on the right of way.

5—*Quantity of Material*—Is given approximately as 23,500 cubic yards of concrete masonry, 8,400 cubic yards of foundation excavation, and 95,000 cubic yards of back filling. The contractor is to take all risk as to variations of the total quantity of material excavated, as well as of the wall built and back filling done.

6—*Explosives*—The contractor is to furnish all explosive compounds for blasting the material provided to be excavated under this contract; and, whereas, the storing, handling and use of so large an amount of explosive material requires the utmost care and discrimination, it is therefore understood and agreed that the said contractor shall arrange for the storage of all explosive materials at a distance not less than 600 feet from the work, or from any other magazine, or from any dwelling occupied for a habitation, and that not more than 5,000 pounds shall be kept in one place. It is further understood and agreed that said explosive material shall in no case be brought on to the work except when needed for the purpose of charging the blast holes, and then only in such quantity as is needed for the particular work in hand, and that none but skilled and careful men shall be employed in the handling or use of said explosives, and that no liquid explosive shall be used.

It is further understood and agreed that the ground surrounding all magazines shall be kept free of vegetable or combustible material for a radius of one hundred feet, and that their walls shall be made bullet proof, to a height of one foot above the contained explosives, and that in no case shall they be made of brick or stone. It is also understood and agreed that such signals of danger, as may be directed by the Chief Engineer, shall be given or displayed before the firing of any blast, and that the said contractor shall conform his acts to and obey all rules and regulations relative to the handling of explosives and

the firing of blasts, for the protection of life or property, which may be made by the Engineer from time to time. And said contractor shall hold and keep said party of the first part harmless from any loss or damages or liability whatsoever which it may suffer or incur, directly or indirectly, through the handling of explosives, or through the negligence of the contractor or any one under him.

7—*Extra Work*—All claims for extra labor or material furnished by the contractor, or for damages from any cause whatever, must be reported to the Chief Engineer at the time such labor or material is furnished, or such damages occur, and they must also be presented to him in writing at the end of the month; provided that nothing shall be paid for as extra work that can be classified under any of the heads upon which prices are fixed by this contract.

Whenever work is required to be done which is not now contemplated or covered by the prices hereinafter given, the Chief Engineer shall fix such prices for the work as he shall consider just and equitable, and the contractor shall abide by such prices; provided he enters upon such work with full knowledge of the prices so fixed by the Chief Engineer; but if the contractor declines executing said work at the prices fixed by the Chief Engineer, then the Sanitary District may enter into contract with any person or persons for its execution, the same as if this contract had never existed; and if extra work, or work not provided for in this contract, is performed by the contractor before prices have been fixed for such work, then the Chief Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the said contractor shall accept of said prices in full satisfaction of all demands against the Sanitary District for said extra work; provided, that if the extra work done under this contract is of such a nature, being distinct from other work being done by said contractor, that the actual cost of the same can be determined, then the said contractor shall receive, and the Sanitary District shall pay, in full satisfaction for the same, the actual cost of the work with ten (10) per cent added. Provided, further, that nothing shall be deemed extra work which can be measured

or estimated under the provisions of this contract.

8—*Responsibility of Contractor*—All the work provided for in this contract is to be done in a skillful and workmanlike manner under the direction and supervision of the Chief Engineer and his properly authorized agents. The contractor is to be guided by the lines, stakes, marks and grades given by them, and is to carefully preserve the same as far as possible during the progress of the work, and is to furnish all needed facilities without charge therefor, to enable the Chief Engineer to properly give lines and grades, and to measure the work from time to time.

All work will be subject to inspection by the said Chief Engineer and his said agents, and if not in accordance with the requirements of this contract, it is to be made good by the contractor.

The contractor will be responsible for the entire work until completed and accepted by the Sanitary District. The contractor will be required to give his personal attention to the fulfillment of this contract and to the execution of the work. He is to keep the same under his control, and will not be allowed to assign or sub-let all or any part of it, it being distinctly understood and agreed that the assigning or sub-letting of the work covered by this contract, or any part thereof, shall work a forfeiture of the contract at the option of the Sanitary District.

The contractor will not be allowed to assign, by power of attorney or otherwise, any portion of the moneys that may become due through the workings of this contract. In case there is a substantial failure on the part of the contractor to comply with the provisions of this contract as to progress and character of the work, or to comply with the provisions of this contract in regard to giving bonds for the performance hereof, the party of the first part may declare this contract forfeited; and in such case the reserve of 12½ per cent. herein provided for, and any other retained percentage, shall be forever retained by the said party of the first part, as liquidated damages for such failure of second party to so prosecute or complete said work.

9—*Changes in Plan*—In addition to the reservations hereinbefore made, the Sanitary District reserves the right to make

alterations in the line, grade, plan, form, dimensions or material of the work herein provided for, either before or after the beginning of construction; provided, that if alterations are made, the general character of the work as a whole is not thereby changed. If such alterations diminish the quantity of work to be done they shall not constitute a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of work actually done, and at prices and rates established for such work under this contract. Notice of any change of plan must be given the contractor in writing. And it is expressly agreed that no alterations, or additions, or extra work are to be paid for unless directed in writing.

10—*Tools*—The contractor is to furnish all the tools of every kind and description, including pumps, cars and track, necessary to the full and complete carrying out of this contract, and on completion of the work is to remove all tools, buildings and material of all kinds from the right of way of the Sanitary District.

11—*Precautions*—Whatever precautions may be necessary to render any portion of the work more secure in any respect, or to decrease the liability of accident from any cause, or to avoid contingencies which are liable to delay the completion of the work, or which, in the judgment of the Chief Engineer, shall be necessary, shall be taken by the contractor.

12—*Workmen*—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Chief Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where special skill is required.

And, further, the contractor shall provide and employ, upon the order of the Chief Engineer, men, teams, tools and machinery suited to the work, in such number and quantity as may, in the judgment of the said Chief Engineer, be necessary for carrying on and completing the works in conformity with the time limit stated by this contract. And, further, it is understood and agreed that the Chief Engineer may order the prosecution of any particular portion of this work which, in his judgment, needs

special expedition, and it shall be so done as directed by him.

13—*Patents*—It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in any wise come against said first party, or which may result, on account of any infringement of any patent by means of the use of any materials, machinery, device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by Sanitary District.

14—*Damages*—If any damage shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining, or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, for which the contractor herein is legally liable, the Engineer shall have the right to estimate the amount of said damage and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damage shall be deducted from the money due said contractor under this contract. And in the event of any claim or suit, or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money in the same manner and upon the same conditions as hereinafter in the next following clause of this contract provided.

Said contractor covenants and agrees to pay all damage for any personal injury sustained by any person growing out of any act or doing of himself or his employes, that is in the nature of a legal liability; and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any injuries or damages received or sustained by any person or persons by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any failure or negligence in guarding or protecting the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be

considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suits or claims for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

15—*Sanitary District Law*—The said contractor hereby agrees to carry on all the work provided for in this contract, in strict conformity to the requirements of the law under which the Sanitary District of Chicago is organized, entitled "An act to create Sanitary Districts and to remove obstructions from the Desplaines and Illinois Rivers;" approved May 29, 1889, in force July 1, 1889, which provides in Section 11, among other things, that "No person shall be employed on said work unless he be a citizen of the United States or has in good faith declared his intentions to become such citizen. In all cases where an alien after making his declaration of intention to become a citizen of the United States shall, for the space of three months after he could lawfully do so, fail to take out his final papers and complete his citizenship, such failure shall be *prima facie* evidence that his declaration of intentions was not made in good faith; and that eight hours shall constitute a day's work."

16—*Time*—The contractor agrees to begin work within fifteen days after the execution of this contract. He agrees to carry it on at such points, and in such order of procedure, as the Chief Engineer may direct.

All the work provided to be done under this contract shall be completed and ready for inspection on or before the 30th day of October, of the year 1896.

The work done each month shall not be less than such proportion of the whole work as one month bears to the total number of months agreed upon for the completion of said work, provided that the time from the date of this contract to June 1, 1896 shall be considered as one month, and the last two months before date of completion as one month; and, provided further, that this rate shall not be required if at any time the aggregate work done exceeds the total proportion due to the time that has passed since May 1, 1896; and always provided that the Sanitary District shall not be obligated to make pay-

ment in excess of the above monthly proportion, and said May 1, 1896, is hereby fixed as the date from which all progress estimates shall be made; it is also agreed that the monthly progress herein specified shall be estimated upon the basis of cost, that is to say, such an amount of work shall be done each month as shall earn for the contractor a sum equal to the quotient of the aggregate approximate cost of the different kinds of work herein provided for, at the prices herein specified, divided by seven, the number of months within which all said work is to be executed.

Provided, however, should any delay occur through the issuing of any injunction or restraining order by any court against the commencement or prosecution of said work, or through the interposition or interference of any contractor or contractors on the work on the excavation on said Section fourteen (14), their agents or employes, then the time of such delay or delays so caused shall be added to the limitations imposed upon the commencement, prosecution and completion of the work under this contract and the said Sanitary District shall not be liable to said contractor for any results or consequences of any such delay or delays; provided, however, said District shall use all reasonable diligence to lessen such delays and to protect said contractor from loss or damage arising through such delay, but said District shall incur no liability to the contractor for such loss or damage in any event.

17—*Price*—In consideration of the said work being carried on and completed in time and manner as specified, the said party of the first part agrees to pay to the said party of the second part, and the said party of the second part agrees to receive and accept as full compensation therefor, including the furnishing by him of all necessary materials, tools, labor, machinery and appliances:

For each cubic yard of foundation excavation, the sum of thirty-eight one-hundredths dollars (\$.38).

For each cubic yard of back filling, the sum of fourteen one-hundredths dollars (\$.14).

For each cubic yard of concrete retaining

wall, the sum of two and seventy-four one-hundredths dollars (\$2.74).

18—*Time and Manner of Payment*—It is agreed by the party of the first part, that on or before the 10th and 25th days of each month, during the progress of the work, and subject to the provisions hereinbefore specified under the head of "Time," that payment will be made to the said party of the second part to the amount of $87\frac{1}{2}$ per cent of the contract price of the approximate amount of work done during the previous half month, upon written certificates from the Chief Engineer that such approximate amount of work has been done during that period, $12\frac{1}{2}$ per cent being reserved until the completion and acceptance of the whole work; provided, the work has been done in all particulars in conformity with this contract and to the satisfaction of the Chief Engineer.

19—*Certificate*—On all the work provided for in this contract being completed, in accordance with the contract, and to the full satisfaction of the Chief Engineer, and on its being inspected by him and a certificate made by him setting forth the amount of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to the said second party by the said certificate of the said Chief Engineer, including the $12\frac{1}{2}$ per cent reserve.

20—*Failure to Complete*—It is further agreed by the said party of the second part that if the work to be done under this contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause, excepting acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or if at any time the Chief Engineer shall be of the opinion, and shall so certify in writing to the said party of the first part that said work or any part thereof is unnecessarily and unreasonably delayed, or that the contractor is wilfully and persistently violating any of the conditions or covenants of this contract, or is not executing said contract in good faith, the said party of the first part shall have the power to notify said contractor to discontinue all work, or any part thereof, as may be designated by said party of the first part, and the said party of the first part shall thereupon have

the power either to complete said work by contract or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Chief Engineer may deem necessary to complete the work herein described, or any part thereof. And in so doing said Chief Engineer may use such tools, implements and materials as may be found upon the line of said work. The cost of doing such work shall be charged to the said contractor, and any moneys that may then be due, or may at any time thereafter become due to said contractor, under and by virtue of this contract, shall be applied by first party to the payment of such cost, so far as same shall suffice therefor; and the remainder of the cost of so completing said work, if any, shall be paid by said contractor to first party on demand.

21—*Payment of Laborers*—Said contractor shall pay the laborers employed by him promptly at regular intervals, and at least twice each month, and shall not pay said laborers in scrip, checks or other evidence of indebtedness, nor in any manner other than with lawful currency of the United States. And if at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed, and in manner aforesaid, or for materials, tools, explosives, machinery, appliances, fuel, provisions or supplies of any sort or kind used or consumed in, upon or on account of the work covered by this contract, the party of the first part shall have power to pay for such labor and materials, explosives, machinery, appliances, fuel, provisions or supplies of whatever sort or kind, out of any money or moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor.

In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain by its Engineer the amounts due or owing from the said contractor to any laborer or laborers, or to any person or persons for materials, tools, explosives, machinery, apparatus, fuel, provisions or supplies of any sort or kind, or consumed upon, in, or on account of the work covered by this contract, in such manner and upon such proof as the said Engineer may deem sufficient, and without giving any notice of

such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, or to said persons furnishing as aforesaid, shall be final and conclusive evidence as against said contractor, and may thereafter be paid over by the said first party to such laborer, laborers or to such persons furnishing as aforesaid.

22—*Contractor's Bond*—The contractor shall furnish a bond in the sum of twenty thousand (\$20,000) dollars, with good and sufficient sureties, the same to be satisfactory to the Board of Trustees of said Sanitary District, conditioned on the faithful performance of all the terms and conditions of this contract, and should the sureties on said bond at any time fail financially, or be, in the opinion of said Board of Trustees, insufficient security for the penalty of said bond, then, in that case, they may, on giving ten days' notice thereof in writing, require said contractor to furnish a new or additional bond in the place of the bond so having become insufficient or worthless.

23—*Final Payment*—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with, and the said Chief Engineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty (30) days after such completion and delivery of such certificate, pay, and it hereby binds itself to pay the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided, that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement or otherwise improperly given.

24—*Health Regulations*—Said party of the second part agrees to introduce and enforce among their employees, such regula-

tions in regard to cleanliness, the care of dwellings and premises and the disposition of garbage and offal, as shall conduce to their health and tend to prevent the inception and spread of contagious and infectious diseases among them, to make provision for an ample supply of suitable drinking water, and to take such means as shall effectually prevent the creation of a nuisance on any part of the right of way of said Sanitary District or adjacent thereto, and as may be directed by the Marshal of said Sanitary District.

In Witness Whereof, on the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President and attested by its Clerk, and its corporate Seal to be hereto affixed, and the said party of the second part has hereunto set their hands and seals."

EMPLOYMENT OF SECOND ASSISTANT ATTORNEY DISCONTINUED.

The Clerk presented and read a report from the Attorney, recommending that the employment of Second Assistant Attorney be discontinued.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted, printed and filed and the recommendation made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 27, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In the matter of positions in the Law Department, I recommend that the employment of the Second Assistant Attorney, under Paragraph three of Rule 54, be discontinued from and after this date.

Respectfully submitted,

(Signed) W. M. McEWEN,
Attorney."

APPOINTMENT OF ASSISTANT ATTORNEY.

The Clerk presented and read a report from the Attorney, appointing Mr. Sey-

mour Jones for the position of Assistant Attorney, at a salary of \$2,800 per annum, subject to the confirmation of the Board.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be adopted, printed and filed, and the appointment of Mr. Seymour Jones, as Assistant Attorney, as provided in the report, confirmed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, May 27, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Subject to your confirmation I hereby appoint Mr. Seymour Jones as Assistant Attorney, at a salary at the rate of \$2,800 per year.

Respectfully submitted,

(Signed) W. M. McEWEN,
Attorney.”

REPORT ON ANNUAL REPORT OF LAW
LAW DEPARTMENT.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to and accompanied by the annual report of the Law Department for 1895, presented and referred to that committee at the meeting held January 3, 1896 (page 3055 of the Proceedings), recommending that the report be placed on file, and the report was read.

Mr. Mallette, seconded by Mr. Braden, moved that the committee report be adopted, printed, and the recommendation made therein concurred in.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

“CHICAGO, May 27, 1896.

“To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary to whom was referred the annual

report of the Law Department for 1895 (see page 3055 of the Proceedings), respectfully return said report and recommend that same be placed on file.

J. P. MALLETT,

Chairman.

JOS. C. BRADEN.”

ALEX. J. JONES,

Committee on Judiciary.

One (1) enclosure.

ADDITIONAL EMERGENCY FUND FOR
LAW DEPARTMENT.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary, recommending that the emergency fund in the hands of the Attorney be increased to \$1,500, in view of the increase of litigation in Will County, involving the right of way; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed and filed, and the recommendations made therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, May 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully submit to your Honorable Body that, in view of the increase of litigation in Will County, involving the right of way of the Sanitary District of Chicago, it is desirable that the emergency fund, carried on deposit in the name of the Attorney of the District, subject to his order, be increased from its present amount of five hundred (\$500.00) dollars to fifteen hundred (\$1,500.00) dollars, and your Committee therefore recommend that a warrant be drawn by the Clerk of the District upon the Treasurer, payable to the order of the Attorney for the District, for the sum of one thousand (\$1,000.00) dollars, to be deposited by said Attorney as a part of his emergency fund, subject to his order, and to be used for the pur-

poses of the Sanitary District of Chicago.

Very respectfully yours,

(Signed) J. P. MALLETTE,
Chairman.
JOS. C. BRADEN,
ALEX. J. JONES,
Committee on Judiciary."

BOOKS FOR LAW DEPARTMENT.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary, recommending that the Attorney be authorized to purchase additional books for the library of the Law Department to an amount not exceeding two hundred dollars; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be adopted, printed and filed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, May 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully represent to your Honorable Body that in the matter of increasing the library of the Law Department of the Sanitary District of Chicago it is desirable that such library be supplied with certain text and reference books and digests, and your Committee therefore recommend that the Attorney of the District be authorized to purchase such additional books for the library of the Law Department as he may deem advisable, to an amount not exceeding two hundred (\$200) dollars, to be paid for upon vouchers in the usual manner of other expenses of the Law Department.

Very respectfully yours,

(Signed) J. P. MALLETTE,
Chairman.
JOS. C. BRADEN,
ALEX. J. JONES,
Committee on Judiciary."

REVISION OF PAMPHLET HISTORIES OF THE DISTRICT.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to, and accompanied by, a report from the Chief Engineer submitting a revision of the Pamphlet History of the District, and recommending that the Clerk be authorized to have ten thousand revised copies of the said pamphlet printed at once; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report of the committee be adopted, printed, and, with enclosure, filed and the recommendation made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

CHICAGO, May 27th, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In reference to a report from the Chief Engineer, submitting a revision of the Pamphlet History of the District, your Joint Committee on Engineering and Finance respectfully report that they have carefully considered the same, and return it herewith for filing, with the recommendation that the Clerk be authorized and directed to have 10,000 revised copies of the said Pamphlet History printed at once.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
Z. R. CARTER,
ALEX. J. JONES,
THOMAS KELLY,
J. P. MALLETTE,
FRANK WENTER,

Joint Committee on Engineering and Finance."

One (1) enclosure.

REPORT ON PUMPING PLANT FOR SECTION 14, MAIN DRAINAGE CHANNEL, AND AWARDED OF CONTRACT.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on

Engineering and Finance, transmitting, in duplicate, contract with MacRitchie & Nichol, accompanied by plans and specifications marked Exhibits A to N, inclusive, attached to said contract and made a part thereof, for the purchase of a high and low economy pumping plant to be located on Section 14 of the Main Drainage Channel, for use upon the ceasing of certain contractors to pump upon their respective sections, and recommending that the President and Clerk be authorized and directed to execute said contract under conditions as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report and accompanying contract be adopted, printed and filed, the recommendations made in the report concurred in, and the President and Clerk authorized and directed to execute said contract as provided, in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—eight (8). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, May 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Joint Committee on Engineering and Finance would respectfully report unto your Honorable Body that they have had under consideration the subject of caring for the water accumulating in the Main Drainage Channel, upon the ceasing of certain contractors to pump upon their respective sections, and have examined into the necessities of the District in that regard, and find that it will be necessary to provide a high and a low economy pumping plant, to be located on Section 14, and to that end have secured bids from various pumping machinery dealers, together with their estimates of time within which they can deliver the same; that Messrs. MacRitchie & Nichol have offered to furnish such high and low economy plant in position, with boilers and flume complete, exclusive of buildings, for the sum of sixteen thousand (\$16,000) dollars. The low economy plant to be delivered and completed within five weeks, and the high economy plant to be delivered and completed within ten weeks.

The several other offers received by your Committee were considerably more than the said amount of sixteen thousand (\$16,000) dollars for delivery, and time very much longer.

Your Committee, therefore, recommend that such high and low economy pumping plant, with boilers, be purchased from said MacRitchie & Nichol, to be placed in position complete, and that the President and Clerk be authorized and directed to execute a contract for such purchase from Messrs. MacRitchie & Nichol, with suitable provisions to protect the District in securing such plant within the time provided, and to that end present herewith a draft of contract which they recommend for execution as aforesaid.

(Signed)

WM. BOLDENWECK,
Chairman.

Z. R. CARTER,

THOMAS KELLY,

ALEX. J. JONES.

FRANK WENTER,

Joint Committee on Engineering and Finance.”

(Accompanied by contract, proposal, plans and specifications in duplicate.)

The following is

THE CONTRACT:

“*This Agreement, Made and entered into this 27th day of May, 1896, by and between the Sanitary District of Chicago, party of the first part, and Charles MacRitchie and John Nichol, co-partners, as MacRitchie & Nichol, party of the second part.*

Witnesseth, That, whereas, the party of the first part is engaged upon the construction and excavation of a Main Drainage Channel in the valley of the Desplaines River, and, for that purpose, has divided a portion of such channel or waterway into sections from A to O, inclusive, and from 1 to 15, inclusive, and has let the contracts for all of said sections, and a large amount of excavation has been done thereunder, so that it is necessary, in order to continue the work on said channel, to keep the same reasonably free from water.

And, Whereas, For the purpose of pumping water on said channel said party of the first part is desirous of procuring for the second party a high and low e———

pumping plant, with boilers, to be placed by second party on Section 14 of said channel.

Now, Therefore, It is agreed by and between the said parties, each in consideration of the undertakings of the other herein, as follows, that is to say:

The said party of the second part agrees to construct, place in position, erect and equip upon said Section 14, of said channel, a complete boiler and pumping plant, including foundations and flumework, in accordance with the proposal of said second party heretofore made to the first party, a copy of which is hereto attached and made a part hereof, and which boiler and pumping plant shall be of the kind, size, specifications, capacity, and other requirements shown by this contract, said proposal and the plans and specifications hereto attached, marked Exhibits A to N, inclusive, and made a part hereof, and to be erected by said second party at the place, in the manner, ready for continuous and permanent operation, and within the time prescribed by this contract, said proposal, plans and specifications.

The boiler plant shall consist of two (2) one hundred horse power, and one (1) one hundred and fifty horse power boilers, as proposed.

In consideration of the agreements of the second party herein contained to be well and truly performed by the party of the second part, the party of the first part agrees to pay to the party of the second part, upon the certificates of completion of the work herein provided, in compliance herewith, of the Chief Engineer, the sum of sixteen thousand (\$16,000.00) dollars, in the following sums:

Eight thousand (\$8,000.00) dollars in cash for the low economy plant, including foundations and flume work, upon its completion, free and clear of all mechanics' or other liens or claims, and satisfactory test and successful operation, and the full compliance herewith with regard to said low economy plant.

Eight thousand (\$8,000.00) dollars in cash for the high economy plant, including foundations and flume work, and of all work to be done under the provisions of his contract, upon the completion of said
, free and clear of all mechanics' or
ens or claims, and satisfactory test

and successful operation, and the full compliance herewith.

The tests of the machinery provided for in this contract, and in the specifications hereto attached, as a part hereof, shall be made within ten (10) days from the time of completion of the work to be tested; the date so reckoned from, being understood for the purposes of this provision, to be the date when said second party declares the plant ready for inspection and test.

The time of completion of the work under this contract and specifications is hereby expressly declared to be of the essence of the contract. Provided, however, should the work be delayed by injunction or interference of the contractors or any one under them on said Section 14, the time of such delay shall be added to the time limitations of this contract, and the District shall protect MacRitchie & Nichol from loss from such delay, and the District shall be invested with all remedies for such loss which they shall have against any one liable to them therefor.

In Witness Whereof, The party of the first part has caused these presents to be signed in its corporate name by the President of its Board of Trustees, sealed with its seal and attested by its Clerk, and the party of the second part have hereunto set their hands and seals, the day and year first above written."

AMENDMENT TO RULE 8.

Mr. Carter presented an amendment to Rule 8 of the Rules of the Board of Trustees increasing the membership of the Committee on Engineering to seven, which, under the rules, was ordered printed and laid over.

The following is

THE AMENDMENT:

Amend Rule (8) eight, line (6) six, on page (9) nine of the Rules of the Board of Trustees by striking out the word "five," and inserting in lieu thereof the word "seven," so that the same shall read:

"A Committee on Engineering, consisting of seven members."

CLOSING OF OFFICES OF DISTRICT ON DECORATION DAY.

Mr. Braden presented an order directing that the offices of the District be closed on Saturday, May 30, 1898 the

same being "Decoration Day"—a legal holiday.

Mr. Braden, seconded by Mr. Wenter, moved the adoption of the order, which was carried by a unanimous vote.

The following is

THE ORDER:

"Ordered, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed on Saturday, May 30, 1896, the same being 'Decoration Day,' a legal holiday."

ADJOURNMENT TO SPECIAL TIME.


Mr. Mallette, seconded by Mr. Jones

moved that when the Board adjourns, it do adjourn to meet Friday, May 29, 1896, at 2 o'clock P. M.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Jones, seconded by Mr. Mallette, the Board then adjourned.



CLERK.

ADJOURNED MEETING.

The adjourned session of the three hundred and fifteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Friday, May 29, 1896, at 2 o'clock P. M., pursuant to motion.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven (7) members, were present.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Eng. Dept—Chief Engineer's Roll, May, 1896.	\$ 1,216 67
Eng. Dept—Division of Construction, May, 1896	4,800 20
Eng. Dept—Division of Drafting and Designing, May, 1896	2,862 30
Eng. Dept—Division of Records, May, 1896...	979 00
Eng. Dept—Special service, May, 1896	5,477 40
	<hr/> \$15,335 57
Clerical Dept — Clerk's Roll—May, 1896	908 33
Law Dept—Attorney's Roll, May, 1896	1,012 77

Law Dept—Joliet Roll, May, 1896	458 33	
	<hr/>	1,471 10
Treasury Dept—Treasurer's Roll, May, 1896		166 66
General Account—General Roll, May, 1896..	50 00	
General Account—Towpath Roll, May, 1896..	155 00	
General Account—Trustees' Roll, May, 1896.	2,333 33	
	<hr/>	2,538 33
Police Department — Marshal's Roll, May, 1896		3,306 65
	<hr/>	
Total		\$23,726 64

Mr. Boldenweck, seconded by Mr. Braden, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 945, Police Department, (bug-gy wheels and kerosene)	\$ 55 00
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Mr. Boldenweck, seconded by Mr. Braden, moved that Requisition No. 945, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried.

AGREEMENT WITH "SANTA FE SYSTEM" FOR CROSSING RIGHT OF WAY.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to, and accompanied by, agreement in duplicate with the companies of the Santa Fe Railroad system in reference to the various matters connected with the crossing of right of way of said system, and recommending that the draft of said agreement be submitted to the directories of the several railways interested for their formal acceptance and execution, and that when so executed the same be executed on behalf of the Sanitary District by its President and Clerk.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report be adopted, with accompanying agreement printed, the recommendations made in the report concurred in, and the President and Clerk authorized and directed to execute said agreement under conditions as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven (7). Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT, WITH ACCOMPANYING AGREEMENT:

"CHICAGO, May 29, 1896.

*To the Honorable, the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully report unto your Honorable Body, that after two years of negotiation with the railroad companies of the Santa Fe system, having interests in that part of the railroad along the Main Channel, a basis of settlement has been arranged between your Committee, assisted by the other members of the Board of Trustees and the local representatives of the Santa Fe companies.

The terms of such settlement are contained in the draft of proposed agreement to be entered into between the District and said Santa Fe Companies, accompanying this report.

The difficulties surmounted by this settlement have been numerous and great, and the cost to the District is very reasonable. Only by the officials of the companies meeting your Committee in a broad spirit of fairness and desire to effect the settlement was it accomplished.

The several points covered may be briefly enumerated as follows:

The construction of a bridge crossing at Twenty-sixth street.

The conveyance to the District of a right of way for its Channel at that point.

The acquiring of lands west of this crossing, necessary to the Main Channel.

The acquiring of a strip of land along the right of way of the Atchison, Topeka and Santa Fe Railroad in Chicago, which will enable the District to make a considerable saving in a crossing with another railroad, as yet to be arranged.

The building of a bridge crossing at Le Moyne.

The changing of the alignment of the railroad at Le Moyne, so as to make a direct crossing and save the District a large amount in the cost of the bridge at that point, by shortening its length.

The bridge at the River Diversion at Le Moyne.

The bridge at the River Diversion at Lemont.

The bridge at the crossing of the Main Channel at Lemont.

Change in curvature of tracks of the railroad at Lemont.

Abandonment to the District of the cut-off at Lemont of sixteen acres; also all other lands abandoned by the railroad company, outside of its one hundred feet right of way, as changed.

Waiver of damages by reason of the Canal, of the water in the River Diversion, damages to the "cut-off" line, and change of grade and alignment.

Arrangement for change to swing bridges at any time, at the option of the District, on providing for their cost and maintenance.

Amicable disposal of all litigation.

The cost of this to the District is estimated to be less than \$400,000, which, from an engineering standpoint, and the figures first placed on a settlement, is a very reasonable amount.

Besides this, there is the advantage of the saving of time, and the expense of long, complicated litigation.

Your Committee having had the matter under consideration so long, and having viewed it in every light at their command, having conferred with the representatives of the railroads, and thoroughly discussed every detail, and believing that it is a favorable and the best settlement obtainable, and in all probability better than could be secured by litigation, accordingly report said draft of agreement to your Honorable Body, and recommend that the same be approved and submitted to the directories of the several railroads, Atchison, Topeka and Santa Fe Railroad Company in Chicago; Chicago, Santa Fe and California Railway Company; Atchison, Topeka and Santa Fe Railway Company, of Kansas, for their formal acceptance and execution, and that when so executed, the same be executed on behalf of the Sanitary District of Chicago, in its corporate name, by its President, attested by its Clerk, under the corporate seal of the said District, and that said President and Clerk be directed to that end.

Very respectfully,

(Signed)

WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
J. P. MALLETT,

Joint Committee on Engineering and Finance."

(Accompanied by two (2) forms of agreement.)

The following are

THE FORMS OF AGREEMENT:

This Agreement, Made this 25th day of May, A. D. 1896, between the Sanitary District of Chicago, hereinafter called the "Sanitary District," party of the first part, the Atchison, Topeka & Santa Fe Railroad Company in Chicago, hereinafter called the "Atchison Company," party of the second part, the Chicago, Santa Fe & California Railway Company, hereinafter called the

"California Company," party of the third part, and the Atchison, Topeka & Santa Fe Railway Company, hereinafter called the "Kansas Company," party of the fourth part.

WHEREAS, In the prosecution of the work for which the Sanitary District was organized, it has located its Main Channel upon a route which intersects the railroads and rights of way of the Atchison and California Companies; and,

WHEREAS, The route of said Main Channel is also located over and across certain lands belonging to the Atchison Company, but not constituting a part of its right of way; and,

WHEREAS, The line of the Atchison Company was heretofore leased to the California Company, and its consent to the execution of this agreement by the Atchison Company is necessary; and,

WHEREAS, The Kansas Company is the owner of all the capital stock of the Atchison and California Companies, and its assent to the execution of this agreement by the said Atchison and California Companies may be necessary; and,

WHEREAS, Said Sanitary District has instituted condemnation proceedings for the purpose of acquiring a right of way for its Main Channel under and across the rights of way and lands belonging to the Atchison and California Companies; and,

WHEREAS, Said Atchison and California Companies claim that they have been and will be largely damaged by the construction and maintenance of said Main Channel and by the increased flow of water in the River Desplaines, occasioned by the construction of said Channel; and,

WHEREAS, Said Sanitary District desires, that said California Company shall make certain changes in its line of railroad, in order that said Sanitary District may at the present time construct fixed bridges, at the least possible cost, and hereafter be able to construct draw or movable bridges across Main Channel of shorter length than would otherwise be possible; and,

WHEREAS, The said Sanitary District desires to acquire said rights of way by purchase, secure the consent of the California Company to said changes in its line of railroad and be released from all claims for damages occasioned either the Atchison

or California Companies by the construction and maintenance of said Main Channel,

Now, therefore, this agreement witnesseth:

ARTICLE I.

That said Sanitary District, in consideration of the performance of the covenants and undertakings on the part of the said Atchison and California Companies, on its part, covenants and agrees as follows:

SECTION 1. Said Sanitary District shall, within the time hereinafter fixed, at its own cost and expense, build double track wrought iron or steel bridges, supported by piers and abutments of first-class bridge masonry, laid in Portland cement mortar, to carry the main line of the California Company's railway across the Main Drainage Channel of said Sanitary District at Lemont and near Le Moynes, as shown upon Exhibits A and B, hereto attached.

SECTION 2. Said Sanitary District, at its own cost and expense, shall build a double track wrought iron or steel bridge, supported by piers and abutments of first-class bridge masonry, laid in Portland cement mortar, to carry across the Main Drainage Channel of said Sanitary District near Corwith, the line of railroad belonging to said Atchison Company, known as its Twenty-sixth Street Line, as shown upon Exhibit C, hereto attached.

SECTION 3. Said Atchison and California Companies shall have the right to hereafter construct and maintain, at their own cost and expense, additional bridges at the points designated above, designed to carry at each bridge not more than two additional tracks, whenever their traffic may demand the same, but the character of such additional bridges shall be of the same nature and construction as are the bridges existing, or which may have been ordered and advertised by said Sanitary District at the time when said additional bridges shall be constructed by either of the railroad companies.

SECTION 4. The Sanitary District shall, at its own cost and expense, build one half, and said California Company one-half, of a double track wrought iron or steel bridge across the diversion of the River Desplaines at or near Lemont, as shown on Exhibit A.

SECTION 5. The Sanitary District shall, at its own cost and expense, build one-half, and said California Company one-half, of a double track bridge across the River Desplaines where the same is now crossed by the main line of the California Company's railway at what is known as "Bridge No. 5," as shown on Exhibit B.

SECTION 6. The two bridges across the said River Desplaines shall be so designed as to provide not less than 2,500 square feet of waterway, when the river is at high water mark.

SECTION 7. Each of the five bridges above mentioned shall be built upon the standard specifications for masonry, iron and steel bridges now adopted on the Kansas Company's line of railway, and the material and workmanship for the same shall be subject to the inspection and approval of the Chief Engineer of said Kansas Company.

SECTION 8. The Sanitary District shall, at its own cost and expense, make and pay for all changes of grade, line or alignment of said California Company's railway, as shown upon Exhibits A and B, hereto attached, and the cost of such changes to be so made and borne by said Sanitary District shall include the raising, relaying, relining or reballasting of all tracks and switches affected thereby, the raising, moving or rebuilding of all structures or industries affected by the raising or change of said grade, all damages to abutting land owners by reason of said change of grade and alignment, and, in fact, everything incidental to the proposed changes, but the Sanitary District shall not be liable to third persons in any case where said California Company would not be liable, the object and intent of this provision being that the California Company shall be at no expense whatever in consequence of said changes and shall be indemnified against all claims based thereon. In case of any such claims being made against said California Company, it shall, within ten days, give notice in writing and furnish all information in its possession to said Sanitary District, and shall give it an opportunity to defend or settle such claim, and no claim shall be settled without the consent of said Sanitary District.

SECTION 9. All of the work to be done by the Sanitary District under the provisions of this agreement shall be planned and

carried out in such manner as to reduce the delay to all trains on the railways of the Atchison and California Companies to a minimum, and where the grades of said railways are raised above what they are at present, the road-bed shall be constructed for a double-track line.

SECTION 10. The Sanitary District shall, at its own cost and expense, pay for raising the grades of any railway belonging to either the Atchison or California Companies, made necessary by an order of the Sanitary District, which shall result in raising the grades of any railroads now existing and belonging to other companies, and said cost shall include all expenses, of every name or nature, incidental thereto, and include all changes or additions made necessary to the interlocking systems now provided at any railroad crossing.

SECTION 11. The Sanitary District shall make all changes of grade in such a manner that the maximum rate of grade on tangent, or straight line, shall not be greater than three-tenths of one per cent, and this rate of grade shall be reduced at the rate of five-hundredths of one per cent for each degree of curvature; *provided*, that on what is known as the Twenty-sixth Street Line of the Atchison Company, the maximum grade may be at the rate of five-tenths of one per cent on straight line, said maximum grade being reduced at the rate of five-hundredths of one per cent for each degree of curvature; and, *provided further*, that on the main line of the Atchison Company, at the crossing of the Twenty-sixth Street Line of said Atchison Company, and at any crossing of said main line by any other railroad affected by the changes in grade made necessary by the work of the Sanitary District, the grades for a distance of five hundred feet on each side of each of said crossings shall be level.

SECTION 12. All changes of line, alignment or grade and all important structures shall be made and constructed as shown on Exhibits A, B and C, hereto attached.

SECTION 13. The Sanitary District shall convey to the railway company acres, more or less, of land at Lemont, as shown on Exhibit A and described as follows (here insert description), and shall grade a second track alongside of and parallel to the existing track from Stevens

street west, for a distance of 4000 feet, to the grade established and shown on profile Exhibit A, and shall, as soon as this second track shall have been completed ready for service, raise the existing track to the same grade as the new track, and also shall grade up the depot grounds, approaches and sidings so that the same shall be as serviceable as they now are. East of Stevens street the District shall grade a double track roadbed upon the line shown in Exhibit A, to the grades established and shown on profile of said exhibit.

SECTION 14. When said Sanitary District shall have completed each and all of the bridges aforesaid, and constructed and completed all changes in the line of said California Company's railway, ready for use, said Sanitary District having first acquired a perfect title, shall by a good and sufficient deed convey to the California Company a right of way one hundred feet in width, being fifty feet on either side of the center line of the permanent track of the California Company's railway at all places where the line of said California Company's railway shall be changed, as shown upon Exhibits A and B, hereto attached.

SECTION 15. The Sanitary District shall pay to said Atchison Company, within the time hereinafter fixed, as compensation for *the ordinary maintenance and repair* of the bridge structure referred to in Section 2 hereof, and shown on Exhibit C, a sum in cash to be arrived at as follows:

(a) The annual cost of painting said structures shall be estimated at three-hundredths of a cent per pound of the weight of iron and steel in the structure, exclusive of the guard rail bolts, and the rails, spikes and fastenings in the tracks over said structure.

(b) The annual cost of the renewal of cross ties and guard rails shall be estimated at five dollars (\$5.00) per thousand feet, board measure, of the lumber in said cross ties and guard rails.

(c) The annual cost of inspection and minor repairs, such as tightening rivets, adjusting truss rods and minor repairs to floor systems, including the general inspection and care of the bridges, shall be estimated at twenty cents per lineal foot of track crossing said bridges.

The total estimated annual charge for

ordinary maintenance and repair shall be composed of the three items above mentioned, and twenty times the sum so arrived at shall, within the time hereafter mentioned, be paid by the Sanitary District to said Atchison Company as compensation, it being estimated that the sum so paid, at five per cent interest, will yield a revenue equal to the estimated expenditure for *ordinary maintenance and repair*.

SECTION 16. Said Sanitary District shall also pay, within the time hereinafter fixed, to said Atchison Company, in addition to the sum provided for in the preceding section (15) as compensation for the *general depreciation and wearing out* of the bridge mentioned in Section 2 of this Article, and for *assuming all liability of accident* to the same, a sum in cash to be arrived at as follows:

The annual depreciation of the wrought iron or steel in the bridge structure shall be estimated at the rate of one and one-half per cent of the total cost of the iron and steel in said structure, erected in place; said cost to be arrived at and verified by the Chief Engineer of the Sanitary District and the Chief Engineer of the Atchison Company, and twenty times the sum so ascertained shall be agreed upon as the amount that said Sanitary District shall pay to the said Atchison Company for assuming all liability for *general depreciation, wearing out and accident*, and on the payments mentioned in this and the preceding section (15) being made, said company shall thereafter keep said bridge in safe order and repair.

SECTION 17. The Sanitary District shall pay to said California Company, within the time hereinafter fixed, as compensation for the *ordinary maintenance and repair* of the bridge structures referred to in Section 1, and the portions of the bridges mentioned in Sections 3 and 5 to be constructed by the Sanitary District, as shown on Exhibits A and B, a sum in cash to be arrived at as follows:

(a) The annual cost of painting said structures shall be estimated at three-hundredths of a cent per pound of the weight of iron and steel in the structures, exclusive of the guard-rail bolts, and the rails, spikes and fastenings in the tracks over said structures.

(b) The annual cost of the renewal of

cross ties and guard rails shall be estimated at five dollars (\$5.00) per thousand feet, board measure, of the lumber in said cross ties and guard rails.

(c) The annual cost of inspection and minor repairs, such as tightening rivets, adjusting truss rods and minor repairs to floor systems, including the general inspection and care of the bridges, shall be estimated at twenty cents per lineal foot of track crossing said bridges.

The total estimated annual cost for *ordinary maintenance and repair* shall be composed of the three items above mentioned, and twenty times the sum so arrived at shall, within the time hereinafter fixed, be paid by the Sanitary District to said California Company as compensation, it being estimated that the sum so paid, at five per cent interest, will yield a revenue equal to the estimated annual expenditure for *ordinary maintenance and repair*.

SECTION 18. Said Sanitary District shall also pay, within the time hereinafter fixed, to said California Company, in addition to the sum provided for in the preceding section (17), as compensation for the *general depreciation and wearing out* of the bridges mentioned in Sections 1, 3 and 5 of this article, and for assuming all liability of accident to the same, a sum in cash to be arrived at as follows:

The annual depreciation of the wrought iron or steel in the four bridge structures shall be estimated at the rate of one and one-half per cent of the total cost of the iron and steel in said structures, erected in place; said cost to be arrived at and verified by the Chief Engineer of the Sanitary District and the Chief Engineer of the California Company, and twenty times the sum so ascertained shall be agreed upon as the amount that said Sanitary District shall pay to the said California Company for assuming all liability for *general depreciation, wearing out and accident*, and on the payments mentioned in this and the preceding section (17) being made, said company shall thereafter keep said bridge structures in safe order and repair.

SECTION 19. Said Sanitary District agrees that where any of the work above described is of such a nature that the same cannot be safely done by contract or otherwise by the Sanitary District, and especially where there is liability of accident to

trains, then and in that case the Sanitary District agrees that the railway company owning the line at the place or places where any such work may be required to be done, shall have the right to do such work at the cost and expense of the Sanitary District, and said Sanitary District shall pay to the said railway company, within ten days after the end of each month during which any work may be done, the amount expended by such railway company on said work during the previous month, and said amount shall include the cost of all damage to persons or property due to the neglect of the employes engaged on such work, or otherwise, the Sanitary District, however, to have the right to exercise such supervision as will enable the cost of said work so done by the railway company to be verified, and said District shall be liable for such costs and expenses only when the railway company would be liable.

SECTION 20. Said Sanitary District shall, on or before the first day of September, 1897, construct said bridges, make all changes in the line of said California Company's railway, as shown by Exhibits A and B, hereto attached, acquire a perfect title to the right of way upon which such aforesaid changes of route shall be located, and make all of the payments required by Sections 15, 16, 17, 18 and 19, and tender to said California Company said substituted lines of railway, constructed and complete, as shown by the said exhibits, together with a good and sufficient deed therefor, time being of the essence of this agreement.

ARTICLE II.

That said Atchison Company, in consideration of the performance of the foregoing covenants and undertakings on the part of the said Sanitary District, covenants and agrees that upon the execution hereof, it, the said Atchison Company, will:

SECTION 1. Convey or cause to be conveyed to said Sanitary District, by warranty deeds, upon the payment to said Atchison Company of the sum of \$20,000, the following described tracts of land, situated in the City of Chicago.

(Here insert description of first portion.)

(Here insert description of the $4\frac{1}{2}$ acre tract in Manchester.)

And when said Sanitary District shall

have constructed the bridges, completed the changes in the line of the California Company so that the same shall be ready for operation, and delivered possession of the same to the California Company, made all the payments to the Atchison and California Companies hereinbefore provided for, and performed each and all of the other covenants and agreements of said Sanitary District in Article 1 hereof set forth, the said Atchison Company will:

(a) Convey by a good and sufficient deed to the Sanitary District a right of way for its Main Channel where the same intersects the right of way of the Twenty-sixth street line of said Atchison Company, a more particular description of which is as follows:

(Here insert description of right of way at Twenty-sixth street crossing.)

And said Atchison Company covenants that it will only use its right of way over and across the lands last hereinbefore described for the purposes of the railway now belonging to it.

(b) Release said Sanitary District from the claims which it, the said Atchison Company, may have in consequence of the construction and operation of said Channel and the erection of said bridge for the crossing of the Twenty-sixth street line over the Main Drainage Channel.

ARTICLE III.

That said California Company, in consideration of the performance of the covenants and undertakings on the part of the Sanitary District, covenants and agrees that when said Sanitary District shall have constructed the bridges, completed the changes in the line of its road, so that the same shall be ready for operation, and delivered possession of the same to the railway companies, made all of the payments to the Atchison and California Companies herein provided for, and performed each and all of the other covenants and agreements of said Sanitary District in Article 1 hereof set forth, the said California Company will:

SECTION 1. Waive all claims for damages due to being deprived of locating its main line upon what is known as the "Lemont cut-off," and will, by a good and sufficient deed, convey to the Sanitary District so much of the ground as is owned by the said California Company, embraced in

what is known as the "Lemont cut-off," as shown upon Exhibit A, hereto attached, except so much thereof as may be needed for a right of way 100 feet wide for the railway of said California Company.

SECTION 2. Will waive all claims for damages due to the increased curvature and distance by reason of change of line at Le Moyne.

SECTION 3. Will waive all claims against said Sanitary District due to the increased flow of water in the River Desplaines, between the south line of Section 1, Town 38 North, Range 12 East, and the north line of Section 23, Town 36 North, Range 10 East.

SECTION 4. Will surrender and quit-claim to the Sanitary District, for the sum of \$1.00, so much of the land of the right of way of its present line, embraced within the boundaries of the right of way of said Sanitary District at Lemont, as are not within fifty feet of the center line of its main tracks, as the same may be finally located and adjusted, as shown on Exhibit A.

SECTION 5. Will surrender and quit-claim, for the sum of \$1.00, to the Sanitary District so much of the land of the right of way of its present main line as is embraced within the boundaries of the right of way of the Sanitary District near Le Moyne, as is not within fifty feet of the center line of its railway, as finally located and constructed, upon the changed line as proposed by said Sanitary District, and more particularly shown on Exhibit B, described as follows:

(Insert description.)

SECTION 6 Will consent that the line of its railroad may be changed, as shown upon Exhibits A and B; provided, however, that the entire cost thereof shall, as hereinbefore provided, be borne by the Sanitary District.

SECTION 7. Will release said Sanitary District from all claims which it, said California Company, may have in consequence of the construction and operation of said Channel, and for the erection of the bridges and the making of the changes herein provided to be made.

SECTION 8. Does hereby consent to the execution of this agreement by the Atchison Company.

ARTICLE IV.

Said parties mutually covenant and agree with each other as follows:

SECTION 1. In case said Sanitary District shall hereafter elect to construct draw or movable bridges in lieu of any or all of the stationary bridges across the Main Channel hereinbefore provided, it shall have the right to do so, provided said bridges shall be constructed at the exclusive cost and expense of the Sanitary District, and shall, as to design, quality of material and excellence of workmanship be as approved in writing by the Engineer of the Kansas Company; and, provided further, that at the time of the construction of such draw or movable bridges the Sanitary District shall also, at its own cost and expense, construct a system of interlocking switches to insure the safe and proper operation of the trains of the railway company across said bridges in accordance with the plans to be submitted to and approved by the Chief Engineer of the Kansas Company at the time being.

SECTION 2. In case of the erection by it of a draw or movable bridge, the Sanitary District shall, for each draw or movable bridge erected, pay to the railway company owning the line upon which said bridge may be constructed a sum of money, the interest on which, computed at the rate of five (5) per cent per annum, shall be sufficient to defray the cost of the maintenance and operation of each draw or movable bridge, including all ordinary or special repairs of the same, made necessary from any cause whatsoever, and also a system of interlocking signals which will insure the safe and prompt operation of the trains of such company across such bridge; the amount so to be paid by the Sanitary District to the railway company shall be determined by and between the President and Engineer of the railway company and the President and Chief Engineer of the Sanitary District. If, however, these representatives of the two contracting parties shall fail to agree upon the amount, then the sum to be paid shall be determined by a commission, to be composed of five persons familiar with the operation and maintenance of bridges and signals; two to be appointed by the railway company, two by the Sanitary District, and the fifth to be chosen by the

four persons thus appointed, and, in case the four fail to agree upon a fifth, he shall be appointed by the Judge of the United States Circuit Court for the Northern District of Illinois. The award made by this commission, or a majority of them, shall be accepted by both parties as final and conclusive, and the sum so fixed and determined upon shall be paid to the railway company before the work of constructing said movable or draw bridge shall be begun, and the same shall be accepted by the said railway companies as full compensation and satisfaction for all costs and expenses which may be incurred by it in the maintenance and operation of said draw or movable bridge; it being, however, understood that in the determination of the sum of money, the interest on which, computed at five (5) per cent per annum, shall be sufficient to defray the cost of maintenance and operation of such draw or movable bridge, and the interlocking signals as herein provided, proper credit shall be given to the Sanitary District for any sum of money previously paid to the railway companies upon a similar capitalization for the maintenance of a fixed bridge, as provided under Sections 15, 16, 17 and 18 of Article 1 of this agreement.

Provided, That if, prior to the construction of said draw bridges, either the said Atchison or California companies shall have constructed any additional bridges, as provided in Section three of Article 1, then such companies shall pay a proportion of the cost of each bridge equal to the number of additional tracks which it may have placed across the Channel, on bridges constructed under the provision of Section 3, and assume a like proportion of the maintenance and operation of such bridge or bridges.

SECTION 3. In case it is necessary in carrying out any of the work in this agreement mentioned, that temporary additional tracks shall be laid, in order that said railway companies may be enabled to operate its trains at a minimum delay, then and in that case, such temporary tracks and structures shall be laid and made by the Sanitary District; provided, the railway companies shall furnish the track material required and make no charge therefor, except for the actual cost of handling the

same, including regular rates of freight from point of shipment to destination.

SECTION 4. Said California Company shall not be required to abandon its present line of railway until said Sanitary District has constructed and completed all the changes contemplated as aforesaid, the intention being that said California Company shall retain its present line and operate the same until the Sanitary District has completed all changes of track and tendered the same to the California Company ready for operation, but it is distinctly provided that said California Company shall furnish for the use of said Sanitary District all the track material which shall be required in the construction of said changes of line; and it is further provided that said California Company shall be entitled to take up and remove all track material on its abandoned right of way, a deed for which, as hereinbefore provided, is to be executed by said California Company and delivered to the Sanitary District.

SECTION 5. In case it shall be necessary to effect the purposes of this agreement, the suits now pending as aforesaid shall be brought on to hearing and trial, and such other suit or suits shall be brought on the instance or request of either party, and such proceedings had as may be necessary to carry out this contract, and the final order, judgment or decree entered in any such suit or suits shall in every respect be in conformity to this agreement.

SECTION 6. A perfect title within the meaning of this agreement shall be one which a regular and reputable abstract company in the City of Chicago will certify to be a good title free from incumbrances of any kind and from legal clouds and objections.

SECTION 7. In any case where any party hereto is to have good or perfect title before conveyance, such party shall furnish the one to receive such conveyance with abstract or merchantable copy or certificate of title by regular abstract company showing good title in the party who is to convey, and objections to such title must be pointed out in writing within thirty days after delivery of such abstract, merchantable copy or certificate of title.

SECTION 8. This agreement is an ad-

justment of all pending matters between the party of the first part and each and every of the other parties hereto.

SECTION 9. This agreement, and all of its covenants and provisions, shall be binding upon and inure to the successors and assigns of the parties hereto respectively.

SECTION 10. It is further provided, that the Sanitary District shall have the right to enlarge its said Main Channel to meet the requirements of the Act organizing said Sanitary District; provided always, that said Sanitary District shall always at its own expense and in such manner as the Chief Engineer of the Kansas Company may require, extend the bridge at the point where said Channel is so widened to the full width of said enlarged Channel, provided that the width of the Channel shall never be greater than 310 feet.

ARTICLE V.

Said Kansas Company, in consideration of the performance of the covenants of the Sanitary District, as hereinbefore set forth, and of the sum of one dollar, the receipt of which is hereby acknowledged, does here-

by assent to the execution of this agreement by the said Atchison and California Companies, and waives any and all claims for damages from the construction and operation of said canal, and the changes herein referred to and provided.

The several exhibits, A, B, C, D, are hereto attached and made a part hereof.

In Witness Whereof, The parties hereto have caused these presents to be signed by their respective Presidents, and the corporate seals of the said companies to be hereto affixed and attested by their respective secretaries on the day and year first above written."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Carter, the Board then adjourned.



CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 10, 1896.

OFFICIAL RECORD.

*Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and sixteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, June 10, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight members, were present.

MINUTES.

The minutes of the regular meeting held May 27, 1896, and of the adjourned session of the same held May 29, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Mallette.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Construction Account—

Griffiths & McDermott (Section 1, June 1, 1896).....	\$ 22,441 91
McArthur Brothers (Section 2, June 1, 1896).....	26,429 37

Gilman & Co. (Section 3, June 1, 1896).....	\$ 4,291 87
McArthur Brothers (Section 4, June 1, 1896).....	28,805 88
The Qualey Construction Company, (Section 5, June 1, 1896).....	12,915 88
Mason, Hoge & Co. (Section 6, June 1, 1896).....	8,717 63
Wright, Meysenburg, Sinclair & Carry (Section 15, June 1, 1896).....	12 577 07
Heldmaier & Neu (Section A, June 1, 1896).....	6,511 63
Heldmaier & Neu (Section B, June 1, 1896).....	4,843 12
Western Dredging and Improvement Company (Section C, June 1, 1896).....	4,482 63
E. D. Smith & Co. (Section D, June 1, 1896).....	6,476 49
Angus & Gindele (Section E, June 1, 1896).....	8,643 44
Weir, McKechney & Co. (Section F, June 1, 1896).....	5,151 92
Gahan & Byrne (Section G, June 1, 1896).....	6,695 60
Gahan & Byrne (Section H, June 1, 1896).....	10,680 09
Christie & Lowe (Section I, June 1, 1896).....	950 91
Hayes Brothers, et al. (Section N, June 1, 1896).....	4,594 74
McMahon & Montgomery Company, et al. (Section O, June 1, 1896).....	962 85
Chicago Bridge and Iron Company (Section O, temporary bridge, June 6, 1896).....	44 70
T. A. Kearns (Section O, June 6, 1896).....	84 75
	<hr/> \$ 176,302 48

ENGINEERING DEPARTMENT.

Cargill & Co., agents (paper).....	\$ 11 56
Dennison Manufacturing Company (shipping tags).....	5 75
Eugene Dietzgen Company (drafting supplies).....	1 20
F. Mayer & Co. (blue printing).....	55 56
H. Schultz & Co. (paper boxes).....	10 00
Joseph Carlin (gauge reading).....	10 00
E. Hastings (gauge reading).....	10 00
Wm. Kirkham (gauge reading).....	10 00
Wm. McGinnis (gauge reading).....	10 00
Mary Rusk (gauge reading).....	10 00
John McCaffery (rent—Brighton Park).....	25 00
Wygant & Ayres (rent—Corwith).....	12 50
J. M. Abbitt (rent—Willow Springs).....	20 00
H. S. Norton (rent—Lemont).....	18 00
Chicago Towel Supply Company (toweling).....	5 40
Waukesha Hygeia Mineral Springs Company (water).....	7 50
C. S. Austin (ice).....	12 00
Orne Electrical Construction Company (repairing buzzer).....	2 25
E. DeClark & Co. (pans, cement testing).....	3 00
Weber Bros. (cups).....	8 00
M. E. Page Confectionery Company (milk shake for cement testing).....	11 25
Chicago Photo Engraving Company (photo supplies).....	1 50
New York Aristotype Company (photo supplies).....	4 00
Treleaven Optical Company (photo supplies).....	6 37
Wm. Trinkaus (expense).....	47 33
Isham Randolph (traveling).....	75 65
E. R. Shnable (traveling).....	28 65
H. B. Alexander (traveling).....	25 88
Chas. L. Harrison (traveling).....	32 68
W. L. Keating (traveling and expense).....	16 28
	<hr/> \$ 497 31

CLERICAL DEPARTMENT.

Jacobs, Coles & Co. (stationery).....	\$ 1 80
P. F. Pettibone & Co. (stationery).....	6 57

Ryan & Hart (printing).....	\$ 4 80	
Wyckoff, Seamans & Benedict (paper).....	12 32	
Huston, Ashmead, Wilson Company, (printing).....	11 75	
Chicago Towel Supply Co. (towelings).....	2 50	
C. S. Austin (ice).....	3 00	
		\$ 42 74

LAW DEPARTMENT.

Seymour Jones (legal services).....	\$ 116 66
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GENERAL ACCOUNT.

Orne Electrical Construction Company (buzzer).....	\$ 4 73	
Chicago Towing Company (tug. inspecting river).....	25 00	
John F. Higgins (printing proceedings).....	133 98	
		\$ 163 71

POLICE DEPARTMENT.

McArthur Bros. (horse shoeing, etc.).....	\$ 13 64	
Neff & Farner (horse shoeing, etc.).....	11 00	
Daniel E. Tracy (horse shoeing, etc.).....	8 00	
Banks & Koller (coal).....	6 65	
F. K. Sinnott (oil).....	4 50	
E. J. Coen (expenses).....	76 48	
		\$ 120 27

Grand total..... \$177 243 17

Mr. Boldenweck, seconded by* Mr. Carter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—None.

Upon which result the President declared the motion carried.

ORDER IN REFERENCE TO PAYMENT OF VOUCHERS.

Mr. Wenter, Chairman of the Committee on Finance, presented an order directing that payment of vouchers on account of construction on outstanding estimates as read be made by warrants drawn against the tax levy of the year 1895, and that payment of contractors' estimates in future be made in same manner until further order of the Board, as set forth in the order; and the order was read.

Mr. Wenter, seconded by Mr. Carter, moved that the order be adopted, ordered printed and filed.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter,

Eckhart, Kelly, Mallette, Smyth and Wenter—eight Nays—None.

The following is

THE ORDER:

“Ordered, That the several vouchers for construction on outstanding estimates as read be paid by warrants drawn against the tax levy of 1895 in the form heretofore used by the District, and that payment of contractors' estimates in the future be made in the same manner until the further order of the Board.”

REQUISITION.

The Clerk presented the following requisition:

No. 1070, Clerical Department,
(envelopes and carbon paper). \$ 18 50

Mr. Boldenweck, seconded by Mr. Smyth, moved that Requisition No. 1070, as read and shown above, be allowed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—None.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending May 30 and June 6, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, June 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the weeks ending May 30 and June 6, 1896, as the same have been reported to me:

	May 30.	June 6.
Engineering department...	160	167
Clerical department.....	5	5
Law department.....	6	6
Treasury department.....	1	1
Police department.....	42	42
Telephone operator.....	1	1
Towpath force	2	2
Total employes.....	217	224

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of May, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, June 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of and charged to the Clerical Department during the month of May, 1896, was \$1,847.33, divided as follows:

Printing.....	\$ 19 25
Salaries.....	1,810 01
Stationery.....	7 65
General expenses.....	10 42
Total.....	<u>\$1 847 33</u>

There are no outstanding liabilities,

and the expenses for the present month will, from present indications, be about \$900.00.

The total amount expended and charged to the General Account during the month of May, 1896, was \$5,422 32, divided as follows:

Salaries	\$5,114 17
Advertising	161 24
Printing.....	101 37
Electric lighting	33 29
General Expenses.....	12 25

Total..... \$5,422 32

There are no outstanding liabilities against the General Account, and the expenses for the present month will be about \$3,500.00.

During the month of May, 1896, there were regular warrants authorized and drawn against the various accounts for \$335,281.43, as follows:

Engineering Department.....	\$29,392 60
Clerical Department.....	1,847 33
Law Department.....	3,997 22
Treasury Department.....	350 82
General Account.....	5,422 32
Engineering Department, Construction Account.....	213,828 51
Law Department, Land Acc't..	30,337 00
Police Department.....	6,784 88
Bond Interest and Premium Account.....	42,500 00
Interest Account.....	820 75

Total..... \$335,281 43

As directed by your Honorable Body, at the meeting held May 13, 1896, a part of the estimates issued to contractors and audited, approved and ordered paid by the Board during the month of May, 1896, amounting to \$70,182.75, was paid in tax-levy warrants, with six per cent interest coupons attached, drawn against the tax-levy for 1895.

The total tax-levy warrants May 31, 1896, has been \$2,058,610.07, and of this amount the sum of \$808,826.52 was redeemed to May 1, 1896, and the sum of \$469,328.01 was redeemed during the month, and attached coupons for accrued interest on this latter amount to date of redemption, amounting to \$12,952 84, were paid by the Treasurer, for which no warrant was required. Th

total expenditures, therefore, for the month, were as follows:

Engineering Department (Construction Account), tax-levy warrants.....		\$ 70,182 75
Regular warrants issued.....		385,281 43
Interest on tax-levy warrants redeemed.....		12,952 84
Total.....		<u>\$418,417 02</u>

Of the balance of the \$1,000,000 appropriated for the payment of District bonds and interest on bonds and tax levy warrants, there were expenditures during May, 1896, to the amount of \$56,273.59, leaving the unexpended balance of the appropriation \$187,412.10.

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of May, 1896, which was read and by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, June 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to submit the report of the Law Department for the month of May, 1896.

The expenses and disbursements of the Department were as follows:

Expenses and Disbursements for May 1896.

SALARIES.

Attorneys.....	\$ 2,147 78
Office force.....	520 00
	<u>\$2,667 78</u>

GENERAL EXPENSES.

Court costs.	\$ 113 90
Right of way.....	408 00
Expense account...	97 04
Legal services.....	700 00
Printing and stationery.....	10 50
	<u>\$1,329 44</u>

LAND ACCOUNT.

Right-of-way, Will County (Loughran land)	\$30,337 00
Total.....	<u>\$34,334 22</u>

The various matters which have occupied the attention and work of the department have been the following:

The contract for the building of retaining walls on Section fourteen (14), let to Campbell & Dennis, has been finally prepared and executed by both parties.

Contract for the erection of a pumping plant on Section fourteen (14) has been prepared and executed by the District, and Messrs. MacRitchie & Nichol, the parties furnishing such plant.

A great deal of the time of the department has been occupied in the negotiation and preparation of contract of settlement between the District and the various lines of railroad of the Santa Fe system of railroads, of the several questions arising between such railroads and the District, along the right of way of the Main Channel.

Considerable time has been spent by the Department in the preparation of the condemnation suit of the District against the Western Stone Company and others, to condemn the lands in Will county, known as tracts 54, 54a and 54b, the trial of which case was begun on the first of the present month.

Final payment has been made, pursuant to the direction of your Honorable Body (page 3329 of Proceedings), of the amount awarded by the jury for what are known as the Loughran Lands, in Will County, and the District accordingly has acquired title to the same thereby.

In the injunction suit brought by the District against the Treasurer of Will County, to enjoin the collection of taxes levied in Will County for the year 1895, a temporary injunction has been issued by the Circuit Court of Will County, restraining the collection of such taxes.

Hearing has been had before the Master in the case of Ricker, Lee & Company versus the Sanitary District, and complainants have rested their case.

The preparation of various pleadings in the new litigation to which the District is

a party has received considerable attention from the Department during the last month.

The continuation of consideration of labor claims has also been a considerable item of work.

The month of June will be occupied by the Law Department with various pending questions arising out of the contract for excavation of the Canal; consideration of labor claims; the closing up of the Santa Fe contracts; negotiations for other railroad settlements; the trial of various causes in Will County; and the attending to the litigation pending, and the general routine work of the office.

Very respectfully,

(Signed) W. M. McEWEN,
Attorney."

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of May, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"Balance on hand at date
of last report..... \$ 678,876.21

Received from following sources:

County Treasurer, Tax
Account..... \$350,000.00

First National Bank and
Illinois Trust and Sav-
ings Bank, for 200
bonds of the fifth issue 200,000.00

Accrued interest on
above bonds..... 2,552.06

James Reddick, Clerk,
rent of buildings, Sec-
tions 2, 4 and C., Gen-
eral Account 300.00

National Bank of Ulin-
ois, interest for May.. 230.79

Ft. Dearborn National
Bank, interest for May. 238.63

Globe National Bank,
interest for May..... 101.67

Chicago National Bank,
interest for May..... 240.73

Metropolitan National
Bank, interest for May 246.17

Garden City Banking &
Trust Company, inter-
est for May..... \$ 122.30

Total cash received for
month..... \$ 554,032.35

\$1,232,908.56

Withdrawn from Tax
Warrant Account..... \$ 119,328.01

\$1,352,236.57

Total cash disbursed
during month as per an-
nexed schedules, viz:

Clerical Department... \$ 918.58

Treasury Department.. 166.66

Engineering Departm't 13,466.95

Engineering—Construc-
tion Department..... 206,229.37

Law Department..... 1,943.67

Interest Account..... 13,659.48

Law Department, Land

Account..... 30,337.00

Police Department..... 3,582.73

General Account..... 2,744.10

Engineering Departm't,

Construction Account

(paid warrants against

tax levy of 1895)..... 469,328.01

\$ 742,376.55

Balance this date, in
banks as per schedule

endorsed hereon..... *\$ 609,860.02

*Of the \$609,860.02 on hand, \$187,-
536.21 is the balance of the appro-
priation of \$1,000,000.00 made by or-
dinance of October 9, 1895, for the
payment of District bonds and in-
terest, leaving the net available
cash balance this date..... \$422,323.81

(Signed) MELVILLE E. STONE,
Treasurer.
CHICAGO, May 31st, 1896."

SCHEDULE:

Chicago National Bank..... \$110,138.08

Metropolitan National Bank..... 113,359.95

Fort Dearborn National Bank..... 110,622.08

Globe National Bank..... 91,273.51

National Bank of Illinois..... 111,462.61

Garden City Banking and Trust

Company..... 73,003.79

Total..... \$609,860.02

ADDITIONAL APPROPRIATION FOR TEM-
PORARY BRIDGE AND ROADWAY AT
WESTERN AVENUE AND SOUTHWEST
BOULEVARD.

The Clerk presented and read a report
from the Chief Engineer requesting an

additional appropriation of \$1,500 for the completion of the temporary bridge and roadway at Western avenue and Southwest boulevard, as set forth in the report.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report be adopted, printed and filed, the recommendations made therein concurred in and the additional appropriation of \$1,500.00 allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—On August 1st of last year (see page 2758 of Proceedings) you authorized an expenditure of \$2,500 for temporary roadway at Western avenue. To cover the cost of additional work required there, some of which will be in the nature of permanent work, I ask for a further appropriation of \$1,500 to apply upon Western avenue and Thirty-first street. To meet the requirements which developed there the work already done exceeds the original appropriation and the excess will be covered by the additional sum asked for.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

SHIPMENT OF CLAY FROM SECTION N TO SECTION 15.

The Clerk presented and read a report from the Chief Engineer, asking the authorization of payment for certain bills amounting in the aggregate to \$134.45, incurred in moving clay from Section N to Section 15, said clay being used in the construction of the dam for protecting Section 15 from overflow, as set forth in the report.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report be received, printed and filed, and that the payment of the bills referred to therein be authorized.

On roll-call, the vote stood: Yeas—

Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—We have shipped clay from Section N to Section 15, to use in a cross-dam for the protection of said Section 15, from overflow from the sections above. The bills for loading this clay amount to \$65.83, and the freight on cars amount to \$68.62. I ask your approval of these bills.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

LEASE OF LAND TO CHARLES A. KELLOGG AUTHORIZED.

The Clerk presented a report from the Attorney, with reference to, and accompanied by, an order authorizing Messrs. Haley & O'Donnell, Attorneys for the District in Will County, to enter into a certain stipulation for lease of certain lands to Charles A. Kellogg, under conditions as provided in the order; and the report and order were read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report and order be received, printed and filed, and the order adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT

"CHICAGO, June 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In the case of the District against the Western Stone Company, pending and now on trial in the Circuit Court of Will County, for the condemnation of a tract of land for the purposes of the District, the tenant of the premises, holding and leasing from the Western Stone Company of this and other real estate as farm

property, which lease expires on the first day of May, 1897, has appeared in the cause and filed a cross petition for damages to him by reason of the taking of the premises in question, which now constitute the pasture land of the farm, and for damages to the remainder not taken. The tenant offers to waive all claims to damages provided a stipulation is entered into in the cause giving him the use of the land for farm purposes until December 1, 1896, subject, however, to any use which the District may make of the premises for its purposes.

Inasmuch as the land to be taken is useful to the farm as pasture land only, and, as such use will not interfere with the excavation of a channel or other uses which the District may desire to make of the premises prior to said date of December 1, 1896, and as this stipulation will eliminate from the case any question of payment of damages to the tenant, as well as shorten the time of trial, I believe that such stipulation would be of advantage to the District, and present herewith a draft of order authorizing the Attorneys of the District for Will County to enter into such stipulation and recommend the passage of such order.

Very respectfully,

(Signed) W. M. McEWEN,
Attorney."
(Accompanied by order.)

The following is

THE ORDER:

"*Ordered*, That Messrs. Haley & O'Donnell, Attorneys for the District in Will County, be and they are hereby authorized to enter into a stipulation in the cause of the District versus The Western Stone Company, et al., now pending in the Circuit Court of Will County, on the part of the District with Charles A. Kellogg, one of the defendants in said cause, that a verdict and judgment may be entered therein, adjudging all the damages to said Charles A. Kellogg for the taking of the lands described in the petition therein as amended of Sanitary District of Chicago and damages to land not taken, to be the use of said premises by said Kellogg, as pasture lands, until December 1, 1896, and that upon the awarding of the damages therein to the Western Stone Company and any other defendant, if any, and the payment thereof

by said Sanitary District of Chicago, said District shall become entitled to the premises, subject to the right of said Kellogg to use the same for pasture lands until December 1, 1896, but said Sanitary District shall have the right to go upon said premises by its agents or contractors, or other persons by it authorized, and use the said lands for any of its corporate purposes, and that at the end of said period said Charles A. Kellogg shall surrender and deliver up possession of the said premises to said Sanitary District, peaceably, and that said Circuit Court may reserve jurisdiction to enforce the verdict and judgment rendered upon such stipulation."

AMENDMENT TO RULE 8.

The amendment to Rule 8 of the Rules of the Board of Trustees, providing for an increase of the Committee on Engineering to seven members, which was read, ordered printed and laid over at the meeting held May 27, 1896, (page 3357 of the Proceedings) was again read, as provided by the Rules.

Mr. Carter, seconded by Mr. Kelly, moved the adoption of the amendment.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six. Nays—Mr. Braden—one.

Upon which result the President declared the motion carried.

The following is

RULE 8 AS AMENDED:

"8. The following Standing Committees shall be appointed by the President of the Board at the beginning of his term:

A Committee on Finance, consisting of three members.

A Committee on Engineering, consisting of seven members.

A Committee on Judiciary, consisting of three members.

A Committee on Federal Relations, consisting of five members.

A Committee on Health and Public Order, consisting of three members.

A Committee on Rules, consisting of three members, of which the President of the Board shall be Chairman.

A Committee on Labor, consisting of three members."

PURCHASE OF PUMPING PLANT ON SECTION 3.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to and accompanied by two communications from Gilman & Company, in regard to the sale of their pumping plant now on Section 3 to the District, for the sum of \$1,500, and recommending the purchase of the same, and that said amount be paid upon the delivery of a proper bill of sale from said Gilman & Company to the District; such purchase to be without prejudice to the right of either party in any matter arising out of the contract now existing between the District and Gilman & Company. The report also directed that the Engineer be authorized and directed to keep such plant in operation at such time and manner as he might think best for the District.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed, and, with accompanying communications, filed, the recommendations made in the report concurred in, the purchase of the pumping plant authorized and the Chief Engineer authorized and directed to keep such plant in operation, all under conditions as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—seven. Nays—None. Excused and not voting—Mr. Braden—one.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, June 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully report to your Honorable Body that they have had under consideration the proposition of Gilman & Company to sell to the District the pumping plant now located on Section 3 of the Main Channel, belonging to Charles C. Gilman and Edwin McNeill, co-partners as Gilman & Co., for the sum of fifteen hundred (1,500.00) dollars; it appears that this portion of the Canal is shut off from the lower sections, and that it is not practicable to drain the water from Section 3 into the lower sec-

tions and there pump, it. Messrs. Gilman & Company have ceased to pump on Section 3, and it becomes necessary to protect the adjoining sections from water. The price is much lower than a plant could be equipped for, and it is already in position, and can be put into immediate operation without delay.

We therefore recommend that the said pumping plant be purchased from Messrs. Gilman & Company for the sum of fifteen hundred (1,500.00) dollars, and that such amount be paid upon the delivery of a proper bill of sale from said Gilman & Company to the District, such purchase to be without prejudice to the rights of either party in any matter arising out of the contract between the District and Gilman & Company, and that the Engineer be authorized and directed to keep such plant in operation in such manner and at such times as he may deem necessary for the best interests of the District.

Returned herewith are two communications from Gilman & Company, regarding the matter, for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

Z. R. CARTER,

J. P. MALLETT,

THOMAS KELLY,

FRANK WENTER,

Joint Committee on Engineering and Finance.”

(Two enclosures).

COMMUNICATION ON OVER FLOW WATER ON SECTIONS 2 AND 4.

The Clerk presented a communication from Messrs. McArthur Bros., Contractors on Sections 2 and 4, setting forth that the overflow of water from Section 3 was interfering with their operations on Sections 2 and 4 subjecting them to considerable expense, asking that the Board immediately adopt some measure to protect them in the matter, and giving notice that they would hold the District accountable for all the delay and damages occasioned by the same.

Mr. Boldenweck, seconded by Mr. Braden, moved that the communication be received, printed and placed on file.

The motion prevailed unanimously and it was so ordered.

The following is

THE COMMUNICATION:

"CHICAGO, June 8th, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—We wish to call your attention to the fact that the water from Section 3 interferes with our operations on Sections 2 and 4 and impedes the work. We have already been subjected to considerable expense to temporarily dam the water of Section 3 from flowing onto Sections 2 and 4, and we respectfully ask that your Board immediately adopt some measure to effectually protect us against the water from Section 3. We shall hold the Sanitary District accountable for all

delays and damages to us occasioned by the water from Section 3.

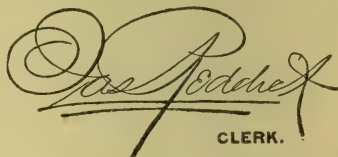
Yours respectfully,

(Signed)

McARTHUR BROS."

ADJOURNMENT.

On motion of Mr. Braden, seconded by Mr. Kelly, the Board then adjourned.



CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JUNE 24, 1896.

OFFICIAL RECORD.

*Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and seventeenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, June 24, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Wenter—six members, were present; Mr. Mallette arriving subsequently.

MINUTES.

The minutes of the regular meeting held June 10, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Kelly.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

O. W. Moon, (rent—Lockport).....	\$	20 00	
David Gore, Auditor (certified copies).....		5 00	
Isham Randolph (expense).....		68 62	
		<hr/>	\$ 93 62

CLERICAL DEPARTMENT.

A. P. Little (carbon paper).....	\$	7 00	
Waukesha Hygeia Mineral Springs Company (water).....		3 75	
			\$ 10 75

LAW DEPARTMENT.

Edwards & Hancock (paper).....	\$	44 25	
George Hingston (court stenographer).....		107 25	
John Francis, Sheriff (fees).....		5 15	
A. H. Wiant, Recorder (fees).....		43 75	
The Post Publishing Company (advertising).....		25 00	
Waukesha Hygeia Mineral Springs Company (water).....		3 75	
C. S. Austin (ice).....		3 00	
Chicago Towel Supply Company (towel).....		1 50	
Wagner Brothers (livery).....		1 50	
Chicago Telephone Company (toll service).....		12 90	
W. M. McEwen (expense).....		857 64	
	\$		1,105 69

GENERAL ACCOUNT.

Chicago Edison Company (electric lighting).....	\$	29 17	
Victor F. Lawson, Publisher (advertising for pumping plant).....		8 00	
The Chicago Chronicle (advertising for pumping plant).....		10 50	
The Inter Ocean (advertising for pumping plant).....		5 10	
C. F. W. Junge (postage stamps).....		20 00	
The Atchison, Topeka & Santa Fe Railway Company (special train).....		150 00	
	\$		222 77

POLICE DEPARTMENT.

J. S. McHale, Veterinary Surgeon (professional services).....	\$	16 00	
Standard Oil Company (oil).....		29 41	
	\$		45 41
Total.....			\$ 1,478 24

ENGINEERING DEPARTMENT.

**Construction Account—*

Griffiths & McDermott (Section 1, June 16, 1896).....	\$29,477 70
McArthur Brothers (Section 2, June 16, 1896).....	25,655 00
McArthur Brothers (Section 4, June 16, 1896).....	26,560 62
The Qualey Construction Company, (Section 5, June 16, 1896).....	13,238 75
Mason, Hoge & Co. (Section 6, June 16, 1896).....	3,215 62
Wright, Meysenburg, Sinclair & Carry (Section 15, June 16, 1896)....	15,125 25
Heldmaier & Neu (Section A, June 16, 1896).....	14,121 96
Heldmaier & Neu (Section B, June 16, 1896).....	7,134 75
Western Dredging and Improvement Company (Section C, June 16, 1896).....	5,654 69
E. D. Smith & Co. (Section D, June 16, 1896).....	6,963 67
Angus & Gindele (Section E, June 16, 1896).....	7,161 68
Weir, McKechney & Co. (Section F, June 16, 1896).....	4,734 27
Gahan & Byrne (Section G, June 16, 1896).....	6,387 40
Gahan & Byrne (Section H, June 16, 1896).....	8,173 54
Hayes Brothers, et al. (Section N, June 16, 1896).....	2,026 39
McMahon & Montgomery Company, et al. (Section O, June 16, 1896)	3,998 40
Mason, Hoge & Co. (Section 7, rebuilding wall, June 18, 1896).....	372 44
V. H. Stiles (Section O, temporary bridge, Western avenue, June 6, 1896).....	103 31

Marsh & Bingham Company (Section O, temporary bridge, Western avenue, June 6, 1896).....	\$ 114 35
Dolese & Shepard (Section O, temporary bridge, Western avenue, June 6, 1896).....	645 65
Hayes Brothers (Section O, temporary bridge, Western avenue, June 9, 1896).....	127 38
	<hr/> \$ 180,992 82
Grand total.....	<hr/> \$ 182,471 06

Mr. Kelly, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Wenter—six. Nays—None.

Upon which result the President declared the motion carried.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 530, Engineering Department, stationery	\$ 23 50
No. 531, Engineering Department, machinery for pumping plant on Section 3.....	118 00
No. 808, Law Department, stationery.....	11 25
No. 1071, Clerical Department, stationery	20 00

Mr. Kelly, seconded by Mr. Boldenweck, moved that Requisitions Nos. 530, 531, 808 and 1071, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Wenter—six. Nays—None.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending June 13 and 20, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, June 24, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report here-

with the number of employes in each department for the weeks ending June 13 and 20, 1896, as the same have been reported to me:

	June 13.	June 20.
Engineering department....	174	180
Clerical department.....	5	5
Law department.....	6	6
Treasury department.....	1	1
Police department.....	43	43
Telephone operator.....	1	1
Towpath force	2	2
Total employes.....	<hr/> 232	<hr/> 238

Respectfully submitted,

JAS. REDDICK,

Clerk.”

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of May, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, June 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the reports of the Divisions of Construction, and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of May, 1896; also a classified statement of expenses to June 1, 1896.

The expenses for the month of May were as follows:

Salaries.....	\$ 15,335 57
Supplies, etc.....	958 86
Contractors' estimates, regular	321,356 92
Total.....	<hr/> \$ 337,651 35

I estimate the expenses of this Depart-

ment for the month of June will be \$400,000.00.

Respectfully submitted,

(Signed)

ISHAM RANDOLPH,

Chief Engineer."

—
"CHICAGO, June 22, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—I herewith submit my report of the work of Construction for the month of May, amounting in value to the sum of \$367,265.07, which represents 525,564 cubic yards of earth excavation, 139,720 cubic yards of solid rock excavation and 33,520 cubic yards of retaining wall masonry. The weather throughout the month continued very favorable, light showers falling on six different days. The highest temperature was on the 8th 92°, and the lowest 54° on the 19th.

Work on Section "O" was continued in about the same manner as during the preceding month, the output being 12,810 cubic yards.

On Section "N" much improvement is noted, principally attributed to the effectiveness of the Heidenrich Incline in connection with an Osgood steam shovel. This plant was in operation twenty-two and one half day shifts, yielding an output of 25,275 cubic yards, an average of 1,123 yards per day, which is largely in excess of any previous performance of this or any other method of handling glacial drift. It should be stated, however, that the material was much better and more easily handled than any heretofore encountered; 6,801 cubic yards were also taken out with wheel scrapers, making the total estimate 32,076 cubic yards.

On Sections "M" and "L" pumps were in operation until the sections were freed from water and preparations made for trimming and re-dressing the slopes that were impaired by last winter's frost.

Sections "K" and "I" employed a force of men and teams repairing the slopes injured by frost.

Section "H" yielded the largest estimate in its history, amounting to 60,036 cubic yards, of which amount 22,759 yards were taken out with the Mason & Hoover Conveyor in 26 shifts, an average

of 875 yards per shift; and 37,277 yards were handled with a Barnhart steam shovel and steel incline, averaging 776 yards for the 48 shifts employed. There remained but about 379,000 yards in this section on the 1st inst.

Section "G" returned an estimate of 50,187 cubic yards of which 25,993 yards were handled with a steam shovel and belt conveyor in 48 shifts, averaging 541 yards per shift; and 24,194 yards were excavated with a steam shovel and steel incline in 50 shifts, an average of 484 yards per shift.

Section "F" continued work with two steam shovels and truss bridge conveyors. They were employed 88 shifts yielding an output of 35,170 cubic yards, an average of about 400 yards each per shift. The temporary levee has been completed and the section is probably safe from Desplaines River flood waters.

Section "E" employed three steam shovels during the month, in connection with inclines, two of which are similar to the Heidenrich pattern and one an earth incline with a steam hoist, all of which did good service. The total output was 61,304 cubic yards, taken out in 100 shifts, an average of 613 yards per shift for each shovel.

Section "D" operated two steam shovels a total of 85 shifts in which there were excavated 54,834 yards, an average of 645 yards per shift. A cableway plant has been procured and is being erected for the purpose of taking the solid rock out of the bottom of the channel.

Section "C" continued operations with three steam shovels that were engaged 106 shifts, yielding an output of 48,600 cubic yards, an average of about 460 yards per shift.

Section "B" is credited with an estimate of 42,300 cubic yards that were excavated with two steam shovels in 88 shifts, an average of about 480 yards each per shift.

Section "A" makes a much less satisfactory showing than the preceding month, returning an estimate of but 53,500 cubic yards, a rate at which nearly two years more will be required to complete the section. There is no excuse for such meager results. The output can and should be more than doubled. The following table shows the result of the month's work:

Steam Shovels.	Number Shifts.	Cubic Yards.	Average per shift.	Method of Handling.
No. 45	18½	3,600	194	Steam Hoist.
No. 59	16½	6,500	394	Steam Hoist.
No. 61	33½	5,300	158	Steam Hoist.
Dredge	19	8,400	442	Deposited in revetment.
No. 1	44	18,300	416	Gould's Conveyor.
No. 2	29½	11,400	386	Gould's Conveyor.
Total.	161	53,500	332	

Section 1 made its largest estimate in the past month, amounting to 70,300 cubic yards of excavation and 4270 cubic yards of retaining wall masonry. 33,200 yards of the excavation were glacial drift of which 28,800 yards were handled by two steam shovels in 63 shifts, an average of about 460 yards each per shift, and 4,400 yards by manual labor.

The solid rock excavation amounted to 37,100 cubic yards of which 4,300 yards were taken out by quarry forces and the balance, 32,800 yards were handled by two Brown Cantilevers in 85 shifts, an average of 386 yards per shift.

Four derricks were employed 88½ shifts on the retaining walls, averaging about 48 yards per shift.

Section 2 returns an estimate of 23,000 cubic yards of solid rock excavation and 3,310 cubic yards of retaining wall masonry. 16,400 yards of the solid rock were handled with two cableways in 73½ shifts, an average of 223 yards each per shift and the balance, 6,600 yards were taken out by quarry forces.

Of the retaining wall masonry 1,780 yards were laid with three setting derricks in 38½ shifts, averaging 46 yards each per shift, and 6,530 yards were laid with four derricks in 88 shifts, an average of 74 yards each per shift.

Section 3 returns an estimate of 2,700 yards of glacial drift, 4,200 yards of solid rock, and 1,260 yards of retaining wall masonry. Two derricks were employed 31 shifts in laying the masonry, averaging about 41 yards each per shift.

Section 4 is credited with 8,200 yards of glacial drift, 12,900 yards of solid rock and 10,810 yards of retaining wall masonry. All of the glacial drift and 2,600 yards of solid rock were taken out with cableways averaging 265 yards per shift in the former and 136 yards each per shift in the latter.

Of the retaining wall masonry, 4,800 yards were laid by three derricks in 64 shifts, averaging 75 yards per shift, and

6,010 yards were laid by four derricks in 52 shifts, an average of about 116 yards per shift.

Section 5 has an estimate of 6,600 yards of glacial drift, 13,900 yards of solid rock and 4,760 yards of retaining wall masonry.

Of the glacial drift about 5,600 yards were moved by a steam shovel in 23 shifts, averaging about 244 yards per shift, and the balance by laborers with cars and incline.

Of the solid rock about 4,000 yards were handled by a cableway in 16 shifts, averaging 250 yards per shift; about 3,100 yards by two large derricks in 47 shifts, averaging 66 yards per shift, and about 2,050 yards by a small derrick and a car incline, which was mostly used for back-filling. The balance of the rock—about 4,750 yards—was taken out with quarry derricks in 109½ shifts, averaging about 43 yards per shift.

On the retaining wall masonry three forces were employed about 85 shifts, averaging 56 cubic yards per shift.

Section 6—34,500 cubic yards of material were excavated on this section, of which 17,300 yards were glacial drift and 17,200 yards were solid rock. Of the latter about 15,870 yards were removed by cableways in 49 shifts, an average of 324 yards per shift, and the balance with quarry derricks used for rip-rapping the levee, which was completed.

A force was also employed throughout the month finishing the channel to full width and to grade.

Section 7 returns an estimate of 7,500 cubic yards of solid rock and is practically completed, with the exception of cleaning up to full width and to grade, upon which a force is employed.

Section 8 is completed with the exception of the material necessarily left under the A., T. & S. F. R. R. crossing.

Sections 9 to 14, Inclusive—Excavation completed.

Section 15—The work of solid rock excavation has been continued with two steam shovels and two locomotives that were employed 53 shifts and moved 20,800 cubic yards, an average of about 392 yards each per shift; 3,520 yards of foundation excavation were also loaded into cars by manual labor and hauled out with locomotives; 4,110 cubic yards of concrete retaining wall was built during the month. In its erection there

were employed one locomotive, one rock crusher and two concrete mixing machines. Since commencing the masonry work in April the rock crusher has been in operation 41 shifts. During the same period the mixing machines have been employed about 56 shifts (including delays occasioned by breakages, etc.) in laying 5,470 cubic yards of concrete wall, an average of about 98 yards per shift. This average will probably be materially increased when the plant is more fully established.

Regulating Works—The contractors, Christie & Lowe, have made considerable progress with the excavation for foundations of this work. They have laid a side track connecting with the Santa Fe Railway, and have put up buildings, derricks, etc. A rock crusher is also on the ground ready for erection.

Respectfully submitted,

Signed)

U. W. WESTON,
Supt. of Construction."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF MAY, 1896.

CLASSIFICATION.	Eng. Expenses.		Construction.		Total for Month.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses.	Construction	Eng. Expenses.	Construction
Preliminary Sundries.....							\$130,633 75	
Locating Route, Main Channel.....							32,232 94	
Borings and Test Pits.....							17,461 50	
Maps and Plans for General Use of Sanitary District.....	\$ 378 65	\$ 56 03			\$ 434 68		42,981 61	
Chicago River Survey.....	1,075 20	44 50			1,119 70		42,571 90	
Right of Way.....	350 00	19 84			375 84		21,069 61	
Flood Measurements.....	125 00	50 80			175 80		22,245 89	
Disposal Works at Lockport.....	336 85	13 89			410 74		27,077 67	
Regular Construction.....	11,328 87	622 96	\$321,356 92		11,951 83	\$321,356 92	303,488 35	\$13,349,893 21
Extra Work—Main Channel.....							13,455 51	333,574 23
Extra Work—River Diversion.....							1,013 75	200,810 27
Levees, Trestles and Embankments.....							1,754 91	20,518 41
Spillway.....							5,246 04	
Tow Path.....							1,157 05	10,090 05
Building Western Stone Company's Bridge.....							985 66	22,329 89
Building Stephens Street Bridge.....							770 72	15,738 80
Building Archison, Topeka & Santa Fe R. R. Bridge.....							32 17	
Building Mt. Forest Foot Bridge.....							152 97	2,325 49
Building Western Avenue Temporary Bridge and Roadway.....	20 00				20 00		1,653 28	3,984 54
Building Pan Handle Bridge.....	620 00	2 80			622 80		1,050 18	7,756 19
Repairing and Moving Bridges.....							2,339 43	
Office Building at Sag.....								781 63
Saving of Building Sand.....							12,211 82	
Mortar, Sand and Cement Tests.....	910 00	107 81			1,017 81			11,226 00
Saving of Dimension Stone.....							1,496 75	
Erosion Test.....							237 60	
Temporary Sanitary Relief.....							4,734 18	
Photographs of Works.....	125 00	40 73			165 73		1,138 14	
Public Reports.....							5,283 82	
Remeasurement of Main Channel.....							1,708 88	
Effect of Main Channel water on Lake Levels.....							71,937 23	
General Account.....								
Totals.....	\$15,335 57	\$958 86	\$321,356 92		\$16,294 43	\$321,356 92	\$845,086 67	\$14,004,373 22

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS	Done as Per Vouchers, to		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.	760,340		
N	Hayes Bros. et al.	177,981		
M	The Heidenreich Co.	718,650		
L	The Heidenreich Co.	1,093,950		
K	Christie & Lowe.	1,120,420		
J	Christie & Lowe.	1,140,679		
H	Gahan & Byrne.	697,389		
G	Gahan & Byrne.	1,063,039		
F	Weir, McKechney & Co.	753,252		
E	Angus & Gindele.	1,067,749		
D	E. D. Smith & Co.	1,807,897		
C	Western Dredging and Improvement Company.	1,485,463		
B	Heldmaier & Neu.	1,340,214		
A	Heldmaier & Neu.	1,470,775	674	
1	Griffiths & McDermott.	1,007,266	238,100	8,710
2	McArthur Bros.	716,800	391,100	13,560
3	Gilman & Co.	424,610	756,900	13,820
4	McArthur Bros.	1,094,800	179,700	12,520
5	Qualey Construction Company.	870,900	201,700	33,680
6	Mason, Hoge & Co.	681,100	535,500	28,500
7	Mason, Hoge & Co.	181,300	886,000	5,800
8	Mason, Hoge, King & Co.	49,600	1,139,200	2,874.9
9	Halvorson, Richards & Co.	76,691	1,003,200	
10	E. D. Smith & Co.	31,743	1,141,191	
11	Mason, Hoge & Co.	44,032	989,050	
12	Mason, Hoge & Co.	44,030	997,417	9,286.4
13	Mason, Hoge & Co.	33,810	1,033,365	10,838
14	(Smith & Eastman.	376,100	1,016,200	
15	) Campbell & Dennis.			
	Wright, Meysenburg, Sinclair & Carry.	32,100	486,310	5,470
	Totals.	20,362,620	10,995,607	145,059.3

	Cubic Yards
Main Channel, glacial drift (including 97,100 cu. yds. Collateral Channel).	20,362,620
Main Channel, solid rock.	10,995,607
River Diversion, glacial drift.	1,154,260
River Diversion, solid rock.	226,553
Retaining wall.	145,059.34

Total estimated value regular contracts.	\$18,379,369 52
Total value of work done to May 31, 1896, inclusive as per vouchers.	15,233,125 90

Total value of work remaining to be vouchered. \$ 3,146,243 62

ON REGULAR CONTRACTS MAY 31, 1896.

CUBIC YARDS.					Per cent of Main Chan- nel Excavation Com- pleted.	VALUES.		
May 31st Inclusive.		Estimated Remaining to be Done.				Work Done in May, 1896, as per Vouchers.	Total Work Done to May 31, 1896, Inclusive as per Vouchers.	Estimated Work Remaining to be Vouchered.
RIVER DIVERSION.		MAIN CHANNEL.						
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.				
		\$888,405			46.12	\$ 2,690 10	\$ 158,603 30	\$ 186,121 65
		935,912			15.97	7,977 48	40,924 13	215,259 76
		4,200			99.42		155,947 05	911 40
		7,931			99.28		215,508 15	1,562 41
		35,533			96.93		280,105 00	8,883 25
		3,517			99.69	1,086 75	285,169 75	879 25
		379,709			64.75	17,410 44	202,242 81	110,115 61
		300,713			77.95	14,052 36	297,648 12	84,199 64
158,234		336,007	16,724		68.11	10,375 15	230,793 06	114,173 67
95,718		747,949	78,765		56.36	16,552 08	316,960 50	257,081 73
		68,577	137,694		89.76	14,496 74	477,962 77	145,496 99
162,537		401,918			78.70	11,421 00	387,280 00	97,603 50
212,486		236,614			84.99	12,069 00	419,229 00	63,885 78
128,425		1,105,733	3,514		57.02	*16,384 37	490,294 20	341,441 94
5,876		248,508	325,441	45,685	68.45	56,305 80	630,561 86	499,449 23
29,516		20,806	73,907	21,734	92.12	47,485 00	720,475 98	145,597 60
			1,000		99.92	8,799 00	836,680 70	760 00
		5,200	60,975	72,480	95.06	52,173 00	713,341 54	305,008 00
		177,084	80,170	38,201	80.66	27,438 50	517,716 50	234,618 00
117,100		2,300	23,542		97.92	17,313 00	700,526 50	18,385 53
97,917	43,000	421	14,274	156	98.64	5,512 50	774,261 42	11,182 82
57,902	96,900	570	21,846		98.15		961,278 70	18,346 09
40,741	16,894		569		99.95		814,984 61	443 28
30,313	58,276		699		99.94		975,087 60	559 20
5,756	11,483		661		99.94		807,983 27	547 44
11,739			600		99.94		839,793 54	475 50
			300		99.97		819,163 94	224 25
		4,065	225		99.69		850,982 00	2,345 00
				23,500				80,882 00
		3,900	153,390	31,930	76.72	28,322 80	311,619 90	199,803 10
1,154,260	226,553	5,915,572	994,296	233,686	81.94	*\$367,265 07	\$15,233,125 90	\$3,146,243 62

Total value of regular contract work done to May 31, 1896, inclusive, as per vouchers.. *\$15,233,125 90

Total value of collateral contract work done to May 31, 1896, inclusive, as per vouchers ..†678,951 45

Total value of all construction work done to May 31, 1896, incl., as per vouchers... \$15,912,077 35

Reserved percentages, regular contracts..... \$1,903,047 28

Current estimates, regular contracts..... 176,888 86

Reserved and current collateral contracts..... 4,615 25

2,084,551 39

Total paid for construction work to May 31, 1896, inclusive..... \$13,827,525 96

*Overhaul to Section 1 not included.

†Overhaul to Section 1 included.

§Including 34,900 cubic yards Collateral Channel.

"CHICAGO, June 15, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of May was as follows:

The work on the regulating works and tail race was continued. The survey of the North Branch has been continued and about a week's time was devoted to surveys in the vicinity of Lockport and Lemont.

Some time was given to hydraulic data pertaining to the Desplaines, Illinois and Chicago Rivers, and also to levelling of Lake Michigan.

Considerable time was given to designs for bridges over Main Channel at Western avenue, and also to designs for E. J. & E. bridge.

Miscellaneous work was done pertaining to plans for improving South Branch, inspection of Main Channel and improvement of Stock Yards slips.

The testing of cement for use in the retaining walls and regulating works was continued as was also the work of preparing record photographs and maintenance of water gauges.

Plans and specifications were drawn for pumping station on Section 14 and work thereon commenced.

The regular platting was continued on the following maps: The watershed map of Chicago and vicinity; the two contour maps between Lemont and Lockport and the 200-foot scale map of the Chicago River.

Some work was done on three maps of part of the North Branch of the Chicago River; a copy of index book, drafting office, and a copy of plat book sheets, Will County for Law Department.

The following drawings were made: A map showing right of way from Chicago to Joliet; map and profile A., T. & S. Fe change at Lemont; map of Ray land for Law Department; map of Section 27, 36, 10, showing Mays land, and map of Western Stone Company's land, Sections 27 and 28, 36, 10.

The expenses for June will be approximately the same as for May.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer."

CLERK'S FINAL REPORT ON DELIVERY
OF AND PAYMENT FOR \$800,000.00
BONDS (FIFTH ISSUE).

The Clerk presented a final report with reference to the completion of delivery of the \$800,000.00 of 4½ per cent bonds of the District, being the fifth issue, and payment therefor by the Illinois Trust and Savings Bank and the First National Bank of Chicago, the report being accompanied by eleven receipts from the Treasurer in reference to same.

The report was read, by unanimous consent, ordered printed, and, with all enclosures, placed on file.

The following is

THE REPORT:

"CHICAGO, June 24, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I have the honor to report that I am in receipt of a communication from the Assistant Treasurer (which I herewith transmit) informing me that the final payment has been made to the District by the Illinois Trust and Savings Bank and First National Bank of Chicago upon their purchase of the fifth issue of bonds of eight hundred thousand (\$800,000) dollars, of the District under the agreement between the District and said banks, relating to such purchase, dated February 19, 1896, (page 3235 of Proceedings).

The bonds of such issue were delivered to the Illinois Trust and Savings Bank by the Treasurer in escrow, pursuant to said contract and escrow receipt of said bank, on file with the Treasurer, and said escrow and contract have been fully consummated by the payment of the prices of said bonds and the final delivery thereof.

This closes the sale of said bonds of the fifth issue.

Respectfully submitted,
(Signed) JAS. REDDICK,
Clerk."

(Eleven (11) enclosures).

REQUISITION FOR 21 MEN FOR SPECIAL
SERVICES.

The Clerk presented a report from the Chief Engineer asking confirmation of the appointment of 21 men for special service, as set forth in the report; and the report was read.

Mr. Kelly, seconded by Mr. Bolden-

week, moved that the report be approved and printed, and the action of the Chief Engineer, as set forth therein, confirmed,

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Wenter—six. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, June 24, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN: I would ask you to confirm the following appointments made by me since your last authorization:

2 bridge draftsmen, at.....	\$125 00
1 sub-inst. man on Section 14, at	100 00
15 inspectors, at.....	75 00
1 cement tester, at.....	75 00
1 assistant clerk, at.....	75 00
1 cement collector, at.....	62 40

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.”

AUTHORIZATION OF CERTAIN EXPENDITURES IN REFERENCE TO PUMPING PLANT ON SECTION 3.

The Clerk presented and read a report from the Chief Engineer in reference to certain expenditures for pumping plant on Section 3, asking approval for what he had done, and authority to purchase such supplies and make such repairs as may be necessary in the future. The report also requested that he be authorized to purchase a small house for supplies, and also wagon scales for weighing coal.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, the action of the Chief Engineer approved, and the Chief Engineer authorized to make the necessary purchases, under limitations, as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, June 24, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Since purchasing the pumping plant on Section 3 I have had to take the responsibility of purchasing the necessary supplies of fuel, oil, waste, etc., and also have had certain repairs made which were necessary. I ask you to approve what I have done and to authorize the purchase of such supplies and the making of such repairs as may be necessary in the future.

We are using coal at the rate of one car per day. I have purchased 15 cars of coal. I have also purchased 3 barrels of black oil; 1 barrel of cylinder oil; 3 barrels of kerosene oil; 2 barrels of gasoline oil; 1 bale of colored waste, 1 12-inch belt 57 feet long; 1 belt lacing hide; 1 belt punch; 1 belt cutter; 6 coal scoops; 2 12-inch files for brasses; 20 pounds of rainbow sheet rubber; 50 pounds resin; 100 pounds tallow; 16 boiler flues 3 in. x 12 ft. 5 in.

We have no storehouse for our supplies, nor have we any scales for weighing our coal. We can purchase a small house from Gilman & Co., which will answer our purpose, for \$25, and can also purchase the wagon scales, which he has used all along for weighing the coal, for \$50. This being the cheapest thing we can do, I would suggest that authority be given for the purchase.

Respectfully submitted,

ISHAM RANDOLPH,
Chief Engineer.”

TEMPORARY BUILDING FOR SECTION 2.

The Clerk presented and read a report from the Chief Engineer asking approval of the expenditure of \$85.00 for constructing a small temporary building on Section 2, for the use of Inspectors.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be concurred in and printed, and the action of the Chief Engineer approved.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—seven. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 24, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I respectfully ask your approval for the expenditure of \$85.00 for the construction of a small temporary building on Section 2 for lodging our inspectors.

Respectfully submitted,

ISHAM RANDOLPH,

Chief Engineer."

REPORT ON ADVERTISEMENT, SPECIFICATIONS, BOND AND PROPOSAL FOR BRIDGE ACROSS MAIN CHANNEL AT SOUTHWEST BOULEVARD AND ACROSS DESPLAINES RIVER AT JOLIET.

The Clerk presented and read a report from the Chief Engineer, transmitting form of advertisement, specifications, bond and proposal for the construction of bridge across the Main Channel at Southwest boulevard in accordance with agreement (page 2890 of the Proceedings), and also for bridge across the Desplaines River at Joliet in accordance with agreement (page 2775 of the Proceedings).

Mr. Boldenweck, seconded by Mr. Jones, moved that the report with accompanying advertisement, specifications, etc., be referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously and it was so referred.

The following is

THE REPORT

CHICAGO, June 24, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN: I herewith submit form of advertisement for bids and specifications for the masonry and superstructure of bridge to be erected across our main channel for the Southwest boulevard; also for the bridge to be erected across the Desplaines River at Joliet, as provided in our contract with the Elgin, Joliet & Eastern R. R. Company.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer.

(4 enclosures)

REPORT ON RELEASE OF SURETIES ON BONDS OF CONTRACTORS ON CERTAIN SECTIONS ABOUT COMPLETED.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance in reference to and accompanied by a report of the Attorney in the matter of making agreement with several contractors for releasing sureties on present bonds where the amount reserved on contracts is more than sufficient to secure the conditions of the several bonds respectively on certain sections as mentioned in the Committee report; the report recommending that the President and Clerk be authorized to execute contract with the contractors, regarding the bonds of the contracts mentioned, under conditions and stipulations as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report be adopted and printed, the recommendations made therein concurred in, and the President and Clerk authorized to execute contracts under conditions and stipulations as set forth in the report.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—seven. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 22, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully report to your Honorable Body that the subject of releasing the sureties on the bonds of the respective contractors on the Main Channel, where such contractors have completed or nearly completed their respective sections, has been under consideration by your Committee.

It has been represented to the Committee that a number of the contractors are desirous of securing the release of sureties on their respective bonds and are willing that their several reserve funds in the hands of the District may be held to secure the said bond, and that when a settlement is arrived at between the contractors on any section and the District, a new bond may be re-

quired with surety, in place of the original bond.

Inasmuch as the bonds given in connection with the contracts for excavation were designed, mainly, to secure the performance of the contracts as to excavation, and as that purpose has been, in some instances, substantially accomplished, and as the continuance of the bonds, as to the sureties thereon, works a hardship on the contractors who are required to pay surety companies for such suretyship, as well as in many instances tying up securities given by the contractors to the surety companies, and as the District can be properly protected by agreements with the contractors as to any remaining* risk upon releasing sureties on bonds at the present time, we therefore recommend to your Honorable Body:

That the President and Clerk be authorized to execute, on behalf of and in the name of the District, contracts with the contractors regarding the bonds of the contracts, on the sections respectively following, to-wit:

	<i>Section.</i>
Gilman & Co.....	3
Mason, Hoge & Co.....	6
Mason, Hoge & Co.....	7
Mason, Hoge, King & Co.....	8
Halvorson Richards & Co.....	9
E. D. Smith & Co.....	10
Mason, Hoge & Co.....	11
Mason, Hoge & Co.....	12
Mason, Hoge & Co.....	13
Smith & Eastman.....	14
Christie & Lowe.....	I
Christie & Lowe.....	K
The Heidenreich Company.....	L
The Heidenreich Company.....	M

And making, in said contracts, the necessary recitals regarding the facts of the making and the entering into the contracts for the excavation, the giving of the bonds sought to be released in the particular contract, the retaining of the reserve percentage under the contract, and any other recitals proper to set forth fully the premises regarding the contract, and agreeing that the sureties on said bond be released and forever discharged therefrom, but other wise to be in full force and effect, and that the said reserve fund in the hands of the District, as aforesaid, shall, so long as the

same is held by the District, stand and be as security for the obligations and conditions of said bond, and that when a settlement shall be arrived at between the District and the contractor, and said reserve paid over to the contractor, then at that time, and before releasing said reserve from the security of said bond, the contractor shall give a new bond to the District identical with the bond heretofore given, except that same be for a lesser amount and varied in its language to meet the circumstances then existing, as the Board of Trustees may determine to be necessary to protect the District in the premises. Such bond to be given by said contractor with good and sufficient surety, and with Surety Company as security, to be approved by the Board of Trustees of said District, and that the agreement shall be without prejudice to the rights of either party arising out of said contract as the same exist at the date of such agreement.

In making this report and recommendation, we are advised that the same can be safely done in an opinion by the Attorney, concurred in by the General Counsel of the District, which is herewith presented for filing.

Respectfully submitted,

(Signed)

WM. BOLDENWECK,
Chairman.

FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,

Joint Committee on Engineering and Finance."

(One enclosure.)

CLAIM OF CHARLES GOERNER FOR DAMAGE TO LAND.

The Clerk presented and read a communication from Charles Goerner setting forth that by the diversion of the Desplaines River from its natural channel in Sections 21 and 28, his property had been overflowed, and claiming in consequence therefrom the sum of \$72,000.00 as damages.

On motion of Mr. Wenter, seconded by Mr. Boldenweck, the communication was unanimously referred to the Committee on Judiciary.

The following is

THE COMMUNICATION:

STATE OF ILLINOIS, } ss.
Cook County.

To the Honorable President and Board
of Trustees of the Sanitary District of
Chicago:

Your petitioner Charles Goerner shows here to your Honorable Body that by diversion of the Desplaines River from its natural channel in Sections 21 and 28 caused and constructed by your action a large portion of your petitioners property in said sections to-wit: The area of sixty acres has been overflowed by water, rendering it entirely useless to your petitioner and of no value whatever in the market. The said property was before its destruction as aforesaid, reasonably worth \$1,200 per acre. You have therefore damaged me the net sum of \$72,000 which said amount I hereby demand of you and trust that the same may be paid promptly and save costs and expenses to the district and loss of time and further annoyance.

I remain very respectfully yours,

(Signed) CHARLES GOERNER,

ENNIS & COBURN,

Attorneys.

REQUEST FOR CONSTRUCTION OF TEMPORARY
BRIDGE AT WILLOW SPRINGS.

The Clerk presented and read a communication signed H. B. Koller, President of Spring Forest, calling attention to the necessity for the erection of a temporary bridge across the Main Drainage Channel at Willow Springs, the communication being accompanied by another, of similar import, which was not read.

By unanimous consent the communications were referred to the Joint Committee on Engineering and Finance.

The following is

THE COMMUNICATION:

"June 18, 1896.

B. A. Eckhart:

DEAR SIR—I would like to call your attention to the necessity of erecting a temporary bridge across the Main Drainage Channel at Willow Springs at an early date. Our committee would like to have a conference with the proper Committee of the Sanitary Board who have charge of this matter above referred to.

Respectfully,

(Signed) H. B. KOLLER,

President of Spring Forest."

(One enclosure.)

NOTICE OF CLAIM OF SHAILER AND
SCHNIGLAU CO. FOR MECHANICS' LIEN
AGAINST CONTRACT ON SECTION F.

The Clerk presented a communication from Shailer and Schniglau Co., in reference to and accompanied by their claim against Messrs. Weir, McKechney & Co., contractors on Section F, for \$1,873.56, for services performed, and due legal notice of their employment by Weir, McKechney & Co. to furnish labor and materials under their contract with the District.

By unanimous consent the communication, with accompanying papers, was referred without reading to the Judiciary Committee.

PAYMENT OF MATURING BONDS AND INTEREST ON BONDS.

Mr. Wenter, Chairman of the Committee on Finance, presented an order authorizing and directing the Clerk to draw a warrant payable to the order of the Treasurer in the sum of \$389,250.00, to be used in the payment of maturing bonds and interest on bonds of the District, as provided in the order; and the order was read.

Mr. Wenter, seconded by Mr. Carter, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—seven. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

"Ordered, That the Clerk be and he hereby is instructed to draw a warrant payable to the order of the Treasurer for the sum of three hundred and eighty-nine thousand two hundred and fifty (\$389,250) dollars to be used by said Treasurer in the payment of principal of and interest upon bonds of the issues and amounts following:

Second payment of bonds of third issue.....	\$150,000 00
Six months interest, second issue of bonds of \$2,700,000 at 5%....	67,500 00
Six months interest of third issue of bonds of \$2,850,000 at 5%.....	71,250 00
Six months interest on fourth issue of bonds of \$3,800,000 at 4½%.....	85,500 00

Five months interest on fifth
issue of bonds of \$800,000
at $4\frac{1}{2}\%$\$ 15,000 00

Total.....\$389,250 00

all of said payments maturing July 1, 1896, and the Treasurer is hereby authorized and directed to pay said maturing principal and semi-annual interest upon the proper presentation and cancellation of the bonds and interest evidencing the same, such payments to be charged to their proper account."

ADJOURNMENT TO SPECIAL TIME.

Mr. Boldenweck, seconded by Mr. Mallette, moved that when Board adjourn it do adjourn to meet Wednesday, July 1, 1896, at 1:30 o'clock P. M.

The motion prevailed unanimously and it was so ordered.

APPOINTMENT OF ADDITIONAL MEMBERS OF COMMITTEE ON ENGINEERING.

In accordance with the amendment to Rule 8, adopted at the meeting held June 10, 1896 (page 3375 of the Proceedings), President Eckhart appointed Messrs. Smyth and Braden as the additional members of the Committee on Engineering.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Jones, the Board then adjourned.



CLERK.

June 24,]

—3393—

[1896.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 1, 1896.

OFFICIAL RECORD.

*Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

ADJOURNED MEETING.

The adjourned session of the three hundred and seventeenth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, July 1, 1896, at 1:30 o'clock P.M., pursuant to motion.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven members, were present.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Eng. Dept—Chief Engineer's Roll, June, 1896	\$ 1,216 67
Eng. Dept—Division of Construction, June, 1896	4,750 40
Eng. Dept—Division of Drafting and Designing, June, 1896.....	2,787 30
Eng. Dept—Division of Records, June, 1896...	939 00
Eng. Dept—Special service, June, 1896.....	6,903 97
Eng. Dept—Special service, June, 1896.....	20 00
Eng. Dept—Discharge Roll, June, 1896.....	111 10
	—————\$16,728 44
Pumping Plant, Sec. 3, June, 1896.....	607 40
Clerical Dept—Clerk's Roll—June, 1896.....	908 33

Treasury Dept—Treasurer's Roll, June, 1896	166 67
Law Dept—Attorney's Roll, June, 1896.....	1,065 00
Law Dept—Joliet Roll, June, 1896.....	458 34
	1,523 34
General Account—General Roll, June, 1896..	50 00
General Account—Tow-path Roll, June, 1896.	180 00
General Account—Trustees' Roll, June, 1896.	2,333 33
	2,573 33
Police Department—Marshal's Roll, June, 1896	3,384 15
	\$25,891 66
GENERAL ACCOUNT.	
James Reddick (expense)	16 66
LAW DEPARTMENT.	
W. M. McEwen (expense)	898 66
Total.....	\$26,806 98

Mr. Wenter, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

CLAIM OF BELT RAILWAY COMPANY FOR REPAIRS TO TRACKS.

The Clerk presented and read a report from the Chief Engineer, transmitting bill from the Belt Railway Company, of Chicago, for repairs to their tracks where they cross the Main Channel, the basis of the claim being that the repairs were rendered necessary by excavations made by the District.

On motion of Mr. Boldenweck, seconded by Mr. Jones, the report and accompanying bill were, by unanimous consent, referred to the Committee on Judiciary.

The following is

THE REPORT:

“CHICAGO, July 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith a

bill which has come to me from the Belt Railway, of Chicago, for repairs made by them to their tracks where they cross the line of our Channel. The basis of this claim is, that by reason of our excavation upon our own ground, their roadbed was disturbed, and such settlement took place as made necessary the repairs covered by the bill. As a question of legal liability is involved, I submit the bill and ask for instructions.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer.”

(One enclosure.)

REPORT ON ‘NOTICE OF COMPLETION OF EXCAVATION ON SECTION 14, REQUEST FOR PAYMENT FOR LEVEE WORK, PROFIT ON DRY RUBBLE WALL, NOT BUILT, AND OF RESERVED PERCENTAGE, AND OFFER FOR SALE OF POWER PLANT AND BRIDGE.’.”

Mr. Mallette, Chairman, presented a report from the Joint Committee on Judiciary and Engineering, with reference to, and accompanied by, communication of Smith & Eastman, contractors on Section 14, presented and referred to that Committee at the meeting held February 26, 1896 (page 3250 of the Proceedings), returning said communication for filing, without recommendation; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted and, with enclosure, placed on file.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, June 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Judiciary and Engineering, to whom was referred the communication of Smith & Eastman (page 3250 of the Proceedings), would respectfully report to your Honorable Body that after having entered upon the consideration of said communication and the matters therein contained, and after inviting the said contractors and their representatives to be present upon their said claims, and

after in part hearing them, your Committee became satisfied that further consideration or hearing ought not to be given in the matter, under the circumstances, and therefore return said communication for filing, without recommendations.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.

WM. BOLDENWECK,

Z. R. CARTER,

ALEX. J. JONES,

THOMAS KELLY,

Joint Committee on Judiciary and Engineering."

(One enclosure.)

REPORT ON "REQUEST FOR CONSTRUCTION
OF TEMPORARY BRIDGE AT
WILLOW SPRINGS."

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to, and accompanied by, communications in regard to construction of temporary bridge at Willow Springs, presented and referred to that Committee at the meeting held June 24, 1896 (page 3391 of the Proceedings), the report recommending that the Board decline to act in the premises, and that the Clerk be directed to notify the President and Trustees of the Village of Spring Forest of this decision; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallett, moved that the report of the Committee be adopted, with enclosures placed on file, the recommendations made in the report concurred in, and the President and Clerk directed as set forth in the report.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallett, and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, June 29, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the communications of H. B.

Koller, President of the Board of Trustees of the Village of Spring Forest (page 3391 of Proceedings), would respectfully report to your Honorable Body that your Committee have fully considered the matters set out in said communications, and have investigated the facts in relation thereto, and find that in 1895 the District, by its agents, endeavored to arrange with the President and Trustees of said village, but were unable to do so, as said President and Trustees refused to contract with the District; that the contractors on Section 1 did make an arrangement with the village, which was authorized by said President and Trustees of said village, at a meeting thereof October 28, 1895, by which the contractors were to be permitted to excavate across the highway, and were to build a temporary bridge twenty-five feet from the road; it further appears that a good and safe turnout road has been built by the District to the east; that the contractors have partially excavated across the highway; that it is impossible to build a permanent bridge at said crossing in the present state of the excavation at that point.

Your Committee, therefore, conclude that there is no duty owed by the Sanitary District of Chicago to construct the temporary bridge in question; that the District ought not to interfere with the contractors, under the circumstances; that the remedy of the village, if any, is against the contractors, and recommend that your Honorable Body decline to act in the premises, and that the Clerk be directed to notify the President and Trustees of the Village of Spring Forest of this decision.

Returned herewith are the communications for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

FRANK WENTER,

ALEX. J. JONES.

THOMAS KELLY,

J. P. MALLETT,

Z. R. CARTER,

Joint Committee on Engineering and Finance."

(Two enclosures.)

REPORT ON "ADVERTISEMENTS, SPECIFICATIONS, BONDS AND PROPOSALS FOR
BRIDGE AT SOUTHWEST BOULEVARD,
ACROSS MAIN CHANNEL."

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on

Engineering and Finance, transmitting forms of advertisements, specifications, bonds and proposals for the erection of a bridge across the Main Channel at Southwest Boulevard, presented and referred to that Committee at the meeting held June 24, 1896 (page 3389 of the Proceedings), recommending that the same be adopted as herewith submitted, and that the President and Clerk be directed to advertise, by separate advertisements, for proposals for the said superstructure and for the said substructure, respectively, as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, with enclosures filed, the recommendations made therein concurred in, and the President and Clerk directed to advertise, as set forth in the report.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, June 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance have examined with care the respective plans and specifications, bond and proposal submitted to the Committee by the Chief Engineer as referred (page 3389 of Proceedings), for the superstructure and the substructure for the bridge to be constructed across the Main Channel at Western avenue, in the City of Chicago, commonly called the Southwest Boulevard Bridge at Western avenue, which have been approved by the Engineer of the Board of West Park Commissioners and herewith present the same with their approval.

The form of advertisement, specifications, bond and proposal as finally determined upon are herewith submitted for each of the proposed structures, and your Committee recommend their adoption by your Honorable Body, and that the President and Clerk be directed to advertise by separate advertisement for proposals for the said superstructure and for said sub-

structure, respectively, according to said forms and in compliance with law.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

FRANK WENTER,
ALEX. J. JONES,
THOMAS KELLY,
J. P. MALLETT,
Z. R. CARTER,

Joint Committee on Engineering and Finance.”

(Accompanied by advertisements, specifications, etc).

The following is the

THE ADVERTISEMENT FOR THE SUPERSTRUCTURE:

“SANITARY DISTRICT OF CHICAGO.

To Contractors—Sealed bids addressed to the Board of Trustees of the Sanitary District of Chicago, and indorsed:

Bids for the superstructure for the Southwest Boulevard Bridge, located at the intersection of Southwest boulevard and the Main Channel, will be received by the Clerk of the Sanitary District, at Room H, Rialto Building, Chicago, Illinois, until 12 M. (Standard time) of Wednesday, the 2d day of September, 1896, and will be publicly opened by the said Board of Trustees at the regular meeting held that day, or a special meeting called for that purpose.

The work for which said tenders are invited is the furnishing, delivering, erecting in place and ready for use: One through span; length, 161 feet, c. t. c. of end pins, and two approach spans 74 feet long. Said bridge to have a clear roadway of 24 feet, and two sidewalks 6 feet clear, all as per plans and specifications to be furnished by the Chief Engineer.

Each bid must be accompanied by a certified check or cash to the amount of \$1,000.00.

All certified checks must be drawn on some responsible bank doing business in the City of Chicago, and be made payable to the order of the Clerk of the Sanitary District of Chicago. Said amount of

\$1,000.00 will be held by the Sanitary District until all of the said bids have been canvassed and the contract awarded and signed, the return of said check or cash being conditioned upon any bidder to whom the award of said work may be made appearing within ten days after notice of such award being given, with bondmen, and executing a contract with the Sanitary District for the work so awarded, and giving a bond satisfactory to the said Board of Trustees for the fulfillment of the same in the amount of \$10,000.00.

All bids must be made upon the blank forms furnished by the Sanitary District.

No bid will be considered unless the party making it shall furnish evidence satisfactory to the Board of Trustees of his experience and ability in this class of work, and that he can control sufficient capital to enable him successfully to prosecute same in case the contract therefor shall be awarded him.

Bidders are required to state in their bids their individual names and places of residence in full.

Specifications and plans may be obtained at the office of the Chief Engineer, Room 522 Rialto Building, Chicago, Illinois, on or after August 1st, 1896.

The said Board of Trustees reserves the right to reject any and all bids.

THE SANITARY DISTRICT OF CHICAGO,
By.....
President.

Attest:

.....
Clerk.

Chicago,.....1896.

The following are

THE CONTRACT AND SPECIFICATIONS FOR THE SUPER-STRUCTURE.

“THE SANITARY DISTRICT OF CHICAGO.
Contract and specifications for bridge for Southwest Boulevard on Main Drainage Channel.

This Agreement, Made and entered into this day of
A. D. 1896, by and between the Sanitary District of Chicago, of the first part, and
.....
.....

of
in
of the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the second part, by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material, tools, labor and all appliances and apurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to complete the erection of the superstructure of steel, with the necessary wood work for floor joists and flooring for the highway bridge known and distinguished as bridge at Southwest Boulevard across Main Channel.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and such assistants, superintendents and inspectors as the Chief Engineer may appoint, by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all materials and work shall be accepted or condemned. The said Chief Engineer and his assistants and inspectors shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit, and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties.

C—

Whenever the words “Sanitary District” are used in this contract, they shall be understood to mean the Sanitary District of Chicago as represented by the Board of Trustees or their duly authorized and accredited agents.

Whenever the word "Engineer" is used herein, it shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties intrusted to them.

Whenever the word "Contractor" is used herein, it shall be understood to mean the person or persons, or copartnership or corporation entering into the contract as party of the second part.

The maps, plans and profiles hereto attached are made a part of this contract, but are subject to such modifications as are herein provided for.

Details of Construction—All the connections and details of the several parts of the structures shall be of such strength that, upon testing, ruptures shall occur in the body of the members rather than in any of their details or connections.

Preference will be had for such details as shall be most accessible for inspection, cleaning and painting; no closed sections will be allowed.

All web-plates must have stiffeners over bearing points and at points of local concentrated loadings.

The distance between edge of any piece and the center of a rivet hole must never be less than one and one-quarter ($1\frac{1}{4}$) inches, except for bars less than two and one-half ($2\frac{1}{2}$) inches wide; when practicable it shall be at least two (2) diameters of the rivet.

In punching plate or other iron, the diameter of the die shall in no case exceed the diameter of the punch by more than one-sixteenth ($1/16$) of an inch, and all holes must be clean cuts without torn or ragged edges.

All rivet holes must be so accurately spaced and punched that when the several parts forming one member are assembled together, a rivet $1/16$ inch less in diameter than the hole can generally be entered, hot, into any hole, without reaming or straining the steel by "drifts;" occasional variations must be corrected by reaming.

The rivets when driven must completely fill the holes. The rivet heads must be round and of a uniform size for the same sized rivets throughout the work. They must be full and neatly made, and be concentric to the rivet hole, and thoroughly

pinch the connected pieces together. Wherever possible, all rivets must be machine driven. The machine must be capable of retaining the applied pressure after the upsetting is completed. No hand-driven rivets exceeding seven-eighths ($7/8$) inch diameter will be allowed.

Field riveting must be reduced to a minimum or entirely avoided where possible.

When members are connected by bolts which transmit shearing strains, the holes must be reamed parallel and the bolts turned to a driving fit.

The several pieces forming one built member must fit closely together, and when riveted shall be free from twists, bends or open joints.

All joints in riveted tension members must be fully and symmetrically spliced.

In compression members, abutting joints with planed faces must be sufficiently spliced to maintain the parts accurately in contact against all tendencies to displacement.

All the angles, filling and splice plates on the webs of girders and riveted members must fit at their ends to the flange angles sufficiently close to be sealed, when painted, against admission of water, but need not be too finished.

Web-plates of all girders must be arranged so as not to project beyond the faces of the flange angles, nor on the top be more than one-sixteenth ($1/16$) inch below the face of these angles, at any point.

Wherever there is a tendency for water to collect, the spaces must be filled with a suitable water-proof material.

The flange plates of all girders must be limited in width so as not to extend beyond the outer lines of rivets connecting them with the angles more than five (5) inches or more than eight (8) times the thickness of the first plate.

No steel shall be used less than three-eighths ($3/8$) inch thick, except for lining or filling vacant spaces.

The heads of eye-bars shall be so proportioned and made that the bars will preferably break in the body of the original bar rather than at any part of the head or neck. The form of the head and the mode of manufacture shall be subject to the approval of the Engineer.

The bars must be free from flaws and of full thickness in the necks. They shall be perfectly straight before boring. The holes shall be in the center of the head and on the center line of the bar.

The bars must be bored to lengths not varying from the calculated lengths more than one-sixty-fourth ($1/64$) of an inch for each twenty-five (25) feet of total length.

Bars which are to be placed side by side in the structure shall be bored at the same temperature and of such equal length that upon being piled on each other the pins shall pass through the holes at both ends without driving.

The lower chord shall be packed as narrow as possible.

The pins shall be turned straight and smooth, and shall fit the pin-holes within one-fiftieth ($1/50$) of an inch for pins less than four and one-half ($4\frac{1}{2}$) inches in diameter; for pins of a larger diameter the clearance may be one-thirty-second ($1/32$) inch.

All rods and hangers with screw ends shall be upset at the ends, so that the diameter at the bottom of the threads shall be one-sixteenth ($1/16$) inch larger than any part of the body of the bar.

All threads must be of United States standard, except at the ends of the pins.

When bent loops are used they must fit perfectly around the pin throughout its semi-circumference.

All nuts on floor beam hangers and counter rods must have the bearing faces faced square to the axis of the screw ends.

The sections of compression chords shall be connected at the abutting ends by splices sufficient to hold them truly in position.

The ends of all square-ended members shall be planed smooth and exactly square to the center line of strain.

All members must be free from twists or bends. Portions exposed to view shall be neatly finished.

Pin-holes shall be bored exactly perpendicular to a vertical plane, passing through the center line of each member when placed in a position similar to that it is to occupy in the finished structure. Abutting joints in truss bridges shall be in exact contact throughout.

No sharp or unfiled re-entrant corners will be allowed.

Any piece which has been partially heated or bent cold to be afterwards wholly annealed.

Steel—The material used in this work shall be soft steel; provided, that any rivet hole punched as in ordinary practice will stand drifting to a diameter twenty-five (25) per cent greater than the original hole without cracking, either in the periphery of the hole or on the external edges of the piece, whether they be sheared or rolled.

The steel shall be made either by acid or basic open hearth process, and shall in no case contain more than seven-hundredths ($.07$) of one per cent. phosphorus in finished product. The steel must be uniform in character for each specified kind. The finished bars, plates and shapes must be free from cracks on the faces or corners, and have a clean, smooth finish. No work shall be put upon any steel at or near the blue temperature, or between that of boiling water and of ignition of hardwood sawdust.

All tests shall be made by samples cut from the finished material after rolling, and to have a uniform sectional area not less than one-half ($1/2$) square inch.

Soft Steel shall have an ultimate strength, on same sized samples of fifty-four thousand (54,000) to sixty-two thousand (62,000) pounds per square inch, an elastic limit not less than thirty-two thousand (32,000) pounds per square inch, and a minimum elongation of twenty-five (25) per cent in eight (8) inches. Before or after heating to a light yellow heat and quenching in cold water, this steel must stand bending one hundred and eighty (180) degrees, to a curve whose inner radius is equal to the thickness of the sample, without sign of fracture.

All rivets will be made of soft steel, and the steel for rivets must, under the above bending test, stand closing solidly together without sign of fracture.

Cast Iron—Except where chilled iron is required, all castings must be tough gray iron free from cold shots or injurious blow holes, true to form and thickness, and of a workmanlike finish. Sample pieces, one (1) inch square, cast from the same heat of metal in sand moulds, shall be capable of sustaining on a clear span of four (4) feet six (6) inches, a central load of five hun-

dred (500) pounds when tested in the rough bar. A blow from a hammer shall produce an indentation on a rectangular edge of the casting without flaking the metal.

Timber.—The timber shall be first-class southern yellow pine or white oak bridge timber, sawed true and out of wind, full size, free from wind shakes, large or loose knots, decayed or sap wood, worm holes, or other defects impairing its strength or durability. It will be subject to the inspection and acceptance of the Engineer.

Inspection.—All facilities for inspection of the materials and workmanship shall be furnished by the contractor. He shall furnish without charge such specimens (prepared) of the several kinds of iron or steel to be used, as may be required to determine their character.

The contractor must furnish the use of a testing machine, capable of testing the above specimens at all mills where the iron or steel may be manufactured, free of cost. Full sized parts of the structure may be tested at the option of the Engineer, but if tested to destruction, such material shall be paid for at cost, less its scrap value to the contractor, if it proves satisfactory. If it does not stand the specified tests, it will be considered rejected material, and be solely at the cost of the contractor.

Painting.—All iron work before leaving the shop shall be thoroughly cleaned from all loose scale and rust, and be given one (1) good coat of No. 31 National Paint Works, Williamsport, Pa., paint, or paint of equal excellence, well worked into all joints and open spaces.

In riveted work, the surfaces coming in contact shall each be painted before being riveted together. Bottoms of bed-plates, bearing-plates, and any parts which are not accessible for painting after erection, shall have two (2) coats of paint of the same brand.

After the structure is erected, the iron work shall be thoroughly and evenly painted with two additional coats of paint, No. 26 National Paint Works, Williamsport, Pa., paint, or paint of equal excellence. All recesses which will retain water, or through which water can enter, must be filled with thick paint or some water-proof cement before receiving the final painting.

Pins, bored pin-holes and turned friction rollers shall be coated with white lead and tallow before being shipped from the shop.

Erection.—The contractor shall furnish all staging and false work, shall erect and adjust all the iron work, and put in place all floor timbers, guards, etc., complete,

The contractor shall so conduct all his operations as not to interfere with the work of other contractors, or close any thoroughfare by land or water, except by written consent of the Engineer.

The contractor shall assume all risks of accidents to men or material prior to the acceptance of the finished structure. The contractor must also remove all false work, piling and other obstructions, or unsightly material produced by his operations.

Workmen.—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Chief Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where special skill is required.

Patents.—It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in anywise come against said first party, or which may result on account of any infringement of any patent by means of the use of any materials, machinery, device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by Sanitary District.

And in the event of any claim or suit or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money in the same manner and upon the same conditions as hereinafter, in the next following clause of this contract, provided.

Damages.—If any damage shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, for which the contractor herein is legally liable, the Engineer shall have the right to estimate the amount of said damage, and to cause the Sanitary District to pay the same to the said owner or occu-

pant, and the amount so paid for such damage shall be deducted from the money due said contractor under this contract.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person growing out of any act or doing of himself or his employees that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against said Sanitary District for or on account of any injuries or damages received or sustained by any person or persons by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any failure or negligence in guarding or protecting the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suits or claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

It is further agreed that in all cases of question or dispute arising or growing out of this contract in any way regarding the cost or value of extras, variations, allowances, deductions or the amount of damages in any manner growing out of the violation of this contract the decision of the Engineer shall be final and binding on both parties hereto.

Time.—The contractor agrees to begin work within fifteen days after the execution of this contract.

All the work provided to be done under this contract shall be completed and ready for inspection on or before the 1st day of February of the year 1897.

Price.—In consideration of the said work being carried on and completed in time and manner as specified, the said party of the first part agrees to pay to the said party of the second part, and the said party of the second part agrees to receive and accept as full compensation therefor, including the furnishing by him of all nec-

essary material, tools, labor, machinery and appliances:

For superstructure complete as specified,
.....dollars (\$.....)

The price proposed must include all royalties for patents or patented material and appliances used in the construction of the work described in the specifications and agreements, and, before final payment is made, the contractor shall furnish a satisfactory guarantee against all said claims.

Time and Manner of Payment.—It is agreed by the party of the first part that when the entire iron work shall have been delivered at the site of erection, payment shall be made to the party of the second part to the amount of sixty (60) per cent. of the aggregate cost of the work covered by the contract; upon written certificate from the Chief Engineer that such approximate amount of work has been done. The remaining forty (40) per cent. to be paid within thirty days of the completion of the work and its acceptance by the first party.

Certificate.—On all work provided for in this contract being completed, in accordance with the contract and to the full satisfaction of the Chief Engineer, and on its being inspected by him and a certificate made by him setting forth the amount of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to the said second party by the said certificate of the said Chief Engineer.

Failure to Complete.—The entire steel work for the structure herein provided for shall be delivered at the site of the erection on or before January 1st, 1897, and all the work provided to be done under this contract shall be completed and ready for inspection on or before the 1st day of February, A. D. 1897.

Should there be a failure by second party to deliver said iron work of the character and strength herein provided for by said 1st day of January, 1897, or if, after delivery of same as herein provided, said contractor shall fail financially, either before or after having been paid the 60 per cent. of the contract price as hereinafter provided, and be unable to carry out said contract and complete said work, then, in that case, the said party of the first part shall have the power to complete said work

by contract or otherwise, at its discretion, and charge up the cost of so completing said work to said contractor. Should the amount remaining unpaid of the contract price not suffice therefor, then said contractor and his bondsmen shall be held liable for the deficiency.

The contractor will be responsible for the entire work until its final completion and acceptance as herein provided.

Payment of Laborers—Said contractor shall pay the laborers employed by him promptly at regular intervals, and at least twice each month, and shall not pay said laborers in scrip, checks or other evidences of indebtedness, nor in any manner other than with lawful currency of the United States. And if at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed, and in manner aforesaid, or for material furnished upon said work, then the party of the first part shall have the power to pay for such labor or such material out of any money or moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain the amount or amounts due or owing from said contractor to any laborer or laborers, or to any person for material furnished, in such manner and upon such proof as it may deem sufficient, and without giving any notice of such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, or to said materialmen, shall be final and conclusive as against said contractor, and may thereafter be paid over by the said first party to such laborer, laborers or materialmen.

Contractor's Bond—The contractor shall furnish a bond in the sum of ten thousand dollars, with good and sufficient sureties, the same to be satisfactory to the Board of Trustees of said Sanitary District, conditioned for the faithful performance of all the terms and conditions of this contract, and should the sureties on said bond at any time fail financially, or be, in the opinion of the said Board of Trustees, insufficient security for the penalty of said bond, then, in that case, they may, on giving ten days'

notice thereof in writing, require said contractor to furnish a new or additional bond in the place of the bond so having become insufficient or worthless.

Final Payment—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with, and the said Chief Engineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty (30) days after such completion and delivery of such certificate, pay, and it hereby binds itself to pay, the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement, or otherwise improperly given.

In witness whereof, on the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President, and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has hereunto set hand and seal."

The following is

THE ADVERTISEMENT FOR THE SUBSTRUCTURE.

"SANITARY DISTRICT OF CHICAGO.

To Contractors—Sealed bids addressed to the Board of Trustees of the Sanitary District of Chicago, and indorsed:

Bids for the substructure for the Southwest Boulevard Bridge, located at the intersection of Southwest Boulevard and the Main Channel, will be received by the Clerk of the Sanitary District at Room H, Rialto Building, Chicago, Illinois, until 12 M. (Standard time) of Wednesday, the 2nd day of September, 1896, and will be publicly

opened by the said Board of Trustees at the regular meeting held that day, or a special meeting called for that purpose.

The work for which said tenders are invited is the furnishing, delivering, and building in place two (2) stone piers and two (2) abutments as per plans and specifications to be furnished by the Chief Engineer.

Each bid must be accompanied by a certified check or cash to the amount of \$1,000.00.

All certified checks must be drawn on some responsible bank doing business in the City of Chicago, and be made payable to the order of the Clerk of the Sanitary District of Chicago. Said amount of \$1,000.00 will be held by the Sanitary District until all of said bids have been canvassed and the contract awarded and signed, the return of said check or cash being conditioned upon any bidder to whom the award of said work may be made appearing within ten days after notice of such award being given, with bondsmen, and executing a contract with the Sanitary District for the work so awarded, and giving a bond satisfactory to the said Board of Trustees for the fulfillment of the same in the amount of \$5,000.00.

All bids must be made upon the blank forms furnished by the Sanitary District.

No bid will be considered unless the party making it shall furnish evidence satisfactory to the Board of Trustees of his experience and ability in this class of work, and that he can control sufficient capital to enable him successfully to prosecute same in case the contract therefor shall be awarded him.

Bidders are required to state in their bids their individual names and places of residence in full.

Specifications and plans may be obtained at the office of the Chief Engineer, Room 522 Rialto Building, Chicago, Illinois, on or after August 1st, 1896.

The said Board of Trustees reserves the right to reject any and all bids.

THE SANITARY DISTRICT OF CHICAGO,

By.....

President.

Attest:

.....

Clerk.

CHICAGO,....., 1896.

The following are

THE CONTRACT AND SPECIFICATIONS FOR THE SUB-STRUCTURE.

"SANITARY DISTRICT OF CHICAGO.

Contract and specifications for bridge masonry on the line of the Main Drainage Channel.

This Agreement, Made and entered into this.....day of..... A. D. 189.., by and between the Sanitary District of Chicago of the first part, and of in of the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the second part, by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material (except building stone), tools, explosives, labor and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated that are necessary to the complete transportation of the building stone and the erection of the masonry on the line of the said Main Drainage Channel, known and distinguished by the specifications herein contained, and the plans accompanying them, as bridge in Chicago at Station 65+78.7, being for the South-west boulevard.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and his properly authorized agents, and by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The

said Chief Engineer and his properly authorized agents shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit, and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties, and in like manner any matters indeterminate herein shall be governed by the decision of said Engineer.

C—

Wherever the words "Sanitary District" are used in this contract, they shall be understood to mean the Sanitary District of Chicago, as represented by the Board of Trustees or their duly authorized and accredited agents.

Wherever the word "Engineer" is used herein, it shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties entrusted to them.

Wherever the word "Contractor" is used herein, it shall be understood to mean the person or persons, or copartnership or corporation, entering into the contract as party of the second part.

SPECIFICATIONS

For the construction of bridge masonry, including foundations, abutments and piers. The accompanying drawings form part of these specifications. The figured dimensions on the drawings are to be taken whenever they do not agree with the dimensions obtained by scaling from such drawings.

The stone used, except coping, to be taken by the contractor from the stock of bridge (dimension) stone owned by this District and piled on its ground on Section No. 7, near the east end thereof. Stone to be selected for regular courses, no course to be less than twelve (12) inches in thickness nor of a less area than five (5) square feet. Stone for coping to be best quality of blue Bedford stone.

Masonry—The stone is to be laid in regular courses, decreasing in thickness from bottom to top, no course to be less than twelve (12) inches in thickness. All

of the stone in each course to be of uniform thickness, laid level throughout, to be well shaped, of suitable size, and brought to close joints. The beds and joints are to be dressed fair and true. Stones must be dressed to lie upon their natural beds, and laid alternately headers and stretchers so as to form a perfect bond. The width of any stretcher measured on its bearing surface shall never be less than one and one-half times its thickness, and its length never less than three times its thickness; and there shall not be less than one (1) header in every six (6) feet of face of each course.

The backing stone to be of large size, with parallel beds laid so as to break joints with each other, and with the face stones in such manner as to form a good bond throughout the entire mass of masonry.

Joints—No horizontal joints or vertical joints on face to be wider than one-half ($\frac{1}{2}$) inch. All joints to be completely filled with the specified mortar. Before the work is accepted, all visible joints shall be raked out to a depth equal to three (3) times their width and pointed with Portland cement mortar.

All exposed faces to be "rock-faced" with cut margins of two (2) inches, no projection of more than three (3) inches beyond the neat lines of structure will be allowed. All exposed angles to be cut clean and sharp.

On all piers and abutments the bridge seat course and the face and top course of parapet shall be of cut stone. All stone used shall be clean and sound.

Mortar.—Sand used to be clean, sharp and free from loam and pebbles.

Cement.—The best Portland cement shall be used, brand and quality to be subject to approval by the Chief Engineer, who shall from time to time cause such tests to be made as may seem to him proper for determining the quality of the cement which is shipped for use on the work. The development of tensile strength shall be four hundred (400) pounds per square inch after having set seven (7) days. All lumpy, dirty, or damaged cement shall be rejected; also damaged or short weight packages.

Mixing—The mixture of sand and cement shall be in the proportion of one (1) part cement, three parts sand; these volumes must be thoroughly incorporated with each

other before water is added. All mortar shall be freshly mixed in clean boxes. No hard or partially set mortar shall be used. Water for mixing shall be clean.

Portland Cement Mortar shall be used for pointing. The proportions used to be one (1) part cement to two (2) parts sand, mixing, etc., to be as prescribed hereinbefore.

The Portland cement concrete shall consist of two (2) parts by volume of broken stone to one (1) part by volume of the specified Portland cement mortar. The stone and mortar shall be thoroughly incorporated so as to make a homogeneous mass. In the foundations the concrete shall be laid in courses not exceeding four (4) inches in thickness and shall be rammed in a manner to be approved by the Chief Engineer. On being placed the concrete shall have a wetness such as to permit quaking or mobility likened to liver.

Foundation Excavation—Foundations to be excavated to the depths, widths and lengths shown upon the plans or as directed by the Engineer. The contractor to supply and operate all pumps necessary for keeping the foundation excavation dry and provide, drive, frame and place all sheet piling or other timber work necessary to the successful excavation and protection of the foundation excavation, and shall maintain the same until the masonry shall have been built. All material excavated from the foundations shall be removed and placed in embankments or spoil banks as may be directed by the Engineer, within a limit of 500 feet from the site of excavation.

Foundations to be of piles and timber work as shown upon the plans.

Piles to be of white or burr oak, sound and straight. Fourteen inches in diameter at the butt and not less than eight inches at the small end.

Timber for use in grillage and other parts of foundation to be of white oak, sound, straight and free from wind shakes.

Measurement—Measurement of all masonry and excavation shall be by the cubic yard, and payments shall be made upon the basis of the actual cubical contents of the completed masonry and foundation excavation.

Changes in Plan—The amount of ma-

sonry figured from the plans is approximate, and the Sanitary District reserves the right to make alterations in the line, grade, plan, form or dimensions of the work herein provided for, either before or after beginning the construction thereof; provided, that if alterations are made, the general character of the work as a whole is not thereby changed. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages or for anticipated profits on the work that may be dispensed with; if they increase the amount of work such increase shall be paid for according to the quantity of work actually done, and at prices and rates established for such work under this contract.

Notice of change of plan must be given the contractor in writing, and changes and extras ordered by the Engineer shall be obligation on said second party to perform and furnish, and it is expressly agreed that no alterations or additions, or extra work are to be paid for unless directed in writing.

Extra Work—All claims for extra labor or material furnished by the contractor, or for damages from any cause whatever, must be reported to the Engineer at the time such labor or material are furnished or such damages occur, and they must also be presented to him in writing at the end of the month; provided that nothing shall be paid for as extra work that can be classified under any of the heads upon which prices are fixed by this contract.

Whenever work is required to be done which is not now contemplated or covered by the prices hereinafter given, the Engineer shall fix such prices for the work as he shall consider just and equitable, and the contractor shall abide by such prices; and if extra work, or work not provided for in this contract, is performed by the contractor, then the Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the said contractor shall accept of said prices in full satisfaction of all demands against the Sanitary District for said extra work; provided, that if the extra work done under this contract is of such a nature, being distinct from other work being done by said contractor, that the actual cost of the same can be deter-

mined, then the said contractor shall receive, and the Sanitary District shall pay, in full satisfaction for the same, the actual cost of the work with fifteen (15) per cent added. Provided, further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract.

It is further agreed that in all cases of question or dispute arising or growing out of this contract in any way regarding the cost or value of extras, variations, allowances, deductions or the amount of damages in any manner growing out of the violation of this contract the decision of the Engineer shall be final and binding on both parties hereto.

Responsibility of Contractor—All the work provided for in this contract is to be done under the direction and supervision of the Chief Engineer and his properly authorized agents. The contractor is to be guided by the lines, stakes, marks and grades given by them, and is to carefully preserve the same as far as possible during the progress of the work, and is to furnish all needed facilities, without charge therefor, to enable the Chief Engineer to properly give lines and grades and to measure the work from time to time.

All work will be subject to inspection by the said Engineer and his said agents, and if not in accordance with the requirements of this contract, is to be made good by the contractor.

The contractor will be responsible for the entire work until completed and accepted by the Sanitary District, and for all injuries occasioned thereby. The contractor will be required to give his personal attention to the fulfillment of this contract and to the execution of the work. He is to keep the same under his control, and will not be allowed to sub-let all or any part of it; it being distinctly understood and agreed that the sub-letting of the work covered by this contract, or any part thereof, shall, after thirty (30) days' notice, work a forfeiture of the contract, at the option of the Sanitary District.

The contractor will not be allowed to assign, by power of attorney or otherwise, any portion of the moneys that may become due through the workings of this contract. In case the contractor fails to comply with the provisions of this con-

tract, as to progress and character of work, he shall be duly notified in writing, and thirty (30) days after the giving of said notice the party of the first part may declare this contract forfeited, if there is substantial failure to comply with its provisions.

Tools—The contractor is to furnish all the tools of every kind and description, including pumps, cars and track necessary to the full and complete carrying out of this contract, and, on completion of the work, is to remove all tools, buildings and material of all kinds from the right of way of the Main Drainage Channel.

Precautions—Whatever precautions may be necessary to render any portion of the work more secure in any respect, or to decrease the liability of accident from any cause, or to avoid contingencies, which are liable to delay the completion of the work, shall be taken by the contractor.

Workmen—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where special skill is required.

Patents—It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in any wise come against said first party, or which may result on account of any infringement of any patent by means of the use of any materials, machinery, device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by Sanitary District.

And in the event of any claim or suit or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money in the same manner and upon the same conditions as hereinafter in the next following clause of this contract provided.

Damages—If any damages shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, the Engineer shall have the

right to estimate the amount of said damage, and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damages shall be deducted from the money due said contractor under this contract.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person, growing out of any act or doing of himself or his employes, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any such injuries or such damages received or sustained by any person or persons by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suit or claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Time—The contractor agrees to begin the work of transporting stone from the stock of this District on Section No. 7 to the site or sites of the work covered by this contract within fifteen (15) days after said contract shall have been executed, and to prosecute the building of all of the masonry herein provided for so as to complete the same on or before December 1st, 1896.

Prices—In consideration of the said work being carried on and completed in time and manner as hereinbefore specified, the said party of the first part agrees to pay to the said party of the second part the following amounts per cubic yard, and the said party of the second part agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the material, (except building stone) tools, labor, etc., to-wit:

(a) For each cubic yard of completed masonry in abutments and in piers, including Bedford stone coping as per the terms

of this contract, the sum of..... dollars (\$.....).

(b) For each cubic yard of foundation excavation (this price to cover the cost of pumping, sheet piling, or other timber work, and removal of material as per the terms of this contract) the sum of..... dollars (\$.....).

(c) For piles driven in foundations per lineal foot as shown on the plans, including lengths above cut-off line, as per the terms of this contract, the sum of..... dollars (\$.....).

(d) For timber in foundations per thousand feet B. M. (price named to cover all spikes, bolts, or other iron to be used in constructing same) as per the terms of this contract, the sum of dollars (\$.....).

(e) For each cubic yard of concrete as per specifications.....dollars (\$.....).

The price proposed must include all royalties for patents or patented material and appliances used in the construction of the work described in the specifications and agreements, and, before final payment is made, the contractor shall furnish a satisfactory guarantee against all said claims.

Time and Manner of Payment—It is agreed by the party of the first part that on or before the 10th and 25th days of each month, during the progress of the work, and subject to the provisions hereinbefore specified under the head "Time," payment will be made to the said party of the second part to the amount of eighty-seven and one-half (87½) per cent. of the contract price of the approximate amount of work done during the previous half month, upon written certificates from the Engineer that such approximate amount of work has been done during that period, twelve and one-half (12½) per cent. being reserved until the completion and acceptance of the whole work.

Certificate—On all the work provided for in this contract being completed in accordance with the contract and to the full satisfaction of the Chief Engineer, and on its being inspected by him and a certificate made by him setting forth the amounts of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to said

second party by the said certificate of the said Chief Engineer, including the twelve and one-half (12½) per cent. reserve.

Failure to Complete—It is further agreed by the said party of the second part that, if the work to be done under this contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause, excepting acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the said party of the first part, that said work or any part thereof is unnecessarily and unreasonably delayed, or that the contractor is willfully and persistently violating any of the conditions or covenants of this contract, or is not fulfilling said contract in good faith, the said party of the first part shall have the power to notify said contractor to discontinue all work, or any part thereof as may be designated by said party of the first part, and the said party of the first part shall thereupon have the power either to complete said work by contract or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Engineer may deem necessary to complete the work herein described, or any part thereof. And in so doing, said Engineer may use such tools, implements and materials as may be found upon the line of said work. The cost of doing such work by the said Engineer shall be charged to the said contractor, and the expense so charged shall be deducted and paid by the said party of the first part out of such moneys as may be due, or may at any time thereafter become due to said contractor, under and by virtue of this contract, or any part thereof, so far as the same shall suffice therefor, and the balance, if any, shall be paid by said contractor on demand.

Failure to Pay Laborers—If at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed or material furnished upon said work, for ten days after it shall have become due, then the party of the first part shall have power to pay for such labor or for materials, tools, explosives, machinery, appliances, fuel, provisions or supplies of any sort or kind used on consumed in, upon or on account of the work covered

by this contract the party of the first part shall have power to pay for such labor or materials, explosives, machinery, appliances, fuel, provisions or supplies of whatever sort or kind out of moneys that may be due to said contractor and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain by its engineer the amounts due or owing from said contractor to any laborer or laborers or to any person or persons for materials, tools, explosives, machinery apparatus, fuel, provisions or supplies of any sort or kind or consumed upon, in or on account of the work covered by this contract, in such manner and upon such proof as the said Engineer may deem sufficient.

Final Payment—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until all of the stipulations hereinbefore mentioned are complied with and the said Chief Engineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty (30) days after such completion and the delivery of such certificate, pay, and it hereby binds itself to pay, the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided, that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement or otherwise improperly given.

IN WITNESS WHEREOF, On the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has hereunto set hand and seal."

REPORT ON "ADVERTISEMENTS, SPECIFICATIONS BONDS AND PROPOSALS FOR THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY'S BRIDGE ACROSS DESPLAINES RIVER AT JOLIET."

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, transmitting forms of advertisements, specifications, bonds and proposals for the erection of a bridge for the Elgin, Joliet and Eastern Railway Company across the Desplaines River at Joliet, presented and referred to that Committee at the meeting held June 24, 1896 (page 3389 of Proceedings), recommending that the same be adopted as herewith submitted, and that the President and Clerk be directed to advertise by separate advertisement, for proposals for the said superstructure and for the said substructure, respectively, as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, with enclosures filed, the recommendations made therein concurred in, and the President and Clerk directed to advertise as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT

"CHICAGO, June 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance have carefully examined the respective plans and specifications, bond and proposal submitted to the Committee by the Chief Engineer, as referred (page 3389 of Proceedings), for the superstructure and the substructure for the bridge to be constructed on that portion of the line of the Elgin, Joliet and Eastern Railway, in Will County, Illinois, as required by the terms of the contract between the District and said Railway Company, authorized and set out in the Proceedings of August 21, 1895 (page 2776), and report the same to your Honorable Body with their approval.

The form of advertisement, specifications, bond and proposal, as finally determined upon, are presented herewith for each of the proposed structures, and

your Committee recommend that the same be adopted by your Honorable Body, and that the President and Clerk be directed to advertise, by separate advertisement, for proposals for the said superstructure and for said substructure, respectively, according to said forms, and in compliance with law.

Respectfully submitted,

(Signed)

WM. BOLDENWECK,
Chairman.

FRANK WENTER,

ALEX. J. JONES,

THOMAS KELLY,

J. P. MALLETTE,

Z. R. CARTER,

Joint Committee in Engineering and Finance.

(Accompanied by advertisement, specifications, etc.)

The following is

THE ADVERTISEMENT FOR THE SUPERSTRUCTURE.

"SANITARY DISTRICT OF CHICAGO.

To Contractors—Sealed bids addressed to the Board of Trustees of the Sanitary District of Chicago, and indorsed:

"Bids for the superstructure for the Elgin, Joliet and Eastern Railway Company's bridge, located on Section thirty-four (34), Township thirty-six (36) North Range ten (10), East of the Third Principal Meridian, in Will County, Illinois," will be received by the Clerk of said Sanitary District at Room H, Rialto Building, Chicago, Illinois, until 12 M. (Standard time), of Wednesday, the 2nd day of September, 1896, and will be publicly opened by the said Board of Trustees at the regular meeting held that day, or a special meeting called for that purpose.

The work for which said tenders are invited is the furnishing, delivering and erecting in place, complete, ready for rail, one Through Span, length 147 ft. 0 in., c. t. c. of end pins, width 16 ft. 0 in., c. t. c. of trusses and four (4) Deck Span, length 125 ft. 1½ in., c. t. c. of end pins, width 11 ft. 6 in., c. t. c. of trusses. All as per Cooper's specifications and plans to be furnished by the Chief Engineer.

Each bid must be accompanied by a certified check or cash to the amount of \$3,000.

All certified checks must be drawn on some responsible bank, doing business in the City of Chicago, and be made payable to the order of the Clerk of the Sanitary District of Chicago. Said amount of \$3,000 will be held by the Sanitary District until all of said bids have been canvassed and the contract awarded and signed, the return of said check or cash being conditioned upon any bidder to whom the award of said work may be made appearing within ten days after notice of such award being given, with bondsmen, and executing a contract with the Sanitary District for the work so awarded, and giving a bond satisfactory to the said Board of Trustees for the fulfillment of the same in the amount of \$12,000.

All bids must be made upon the blank forms furnished by the Sanitary District.

No bid will be considered unless the party making it shall furnish evidence satisfactory to the Board of Trustees of his experience and ability in this class of work, and that he can control sufficient capital to enable him successfully to prosecute same in case the contract therefor shall be awarded him.

Bidders are required to state in their bids their individual names and places of residence in full.

Specifications and plans may be obtained at the office of the Chief Engineer, Room 522 Rialto Building, Chicago, Illinois, on or after August 1st, 1896.

The said Board of Trustees reserves the right to reject any and all bids.

THE SANITARY DISTRICT OF CHICAGO.

By
President.

Attest:

.....
Clerk.

CHICAGO, 1896."

The following are

THE CONTRACT AND SPECIFICATIONS FOR THE SUPER-STRUCTURE.

"THE SANITARY DISTRICT OF CHICAGO.

Contract and specifications for Elgin, Joliet & Eastern Railway Company's Bridge on Main Drainage Channel.

This Agreement, Made and entered into

this.....day of.....
A. D. 1896, by and between the Sanitary District of Chicago, of the first part, and
of
in
of the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the second part, by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material, tools, labor and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to complete the erection of the superstructure of iron or steel, or of iron and steel in combination, with the necessary wood work for ties and guard rails for the highway bridge known and distinguished as The Elgin, Joliet and Eastern Railway Company's Bridge.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and such assistants, superintendents and inspectors as the Chief Engineer may appoint, by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all materials and work shall be accepted or condemned. The said Chief Engineer and his assistants and inspectors shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit, and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties.

C—

Whenever the words "Sanitary District"

are used in this contract, they shall be understood to mean the Sanitary District of Chicago as represented by the Board of Trustees or their duly authorized and accredited agents.

Whenever the word "Engineer" is used herein, it shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties intrusted to them.

Whenever the word "Contractor" is used herein, it shall be understood to mean the person or persons, or copartnership or corporation entering into the contract as party of the second part.

The maps, plans and profiles hereto attached are made a part of this contract, but are subject to such modifications as are herein provided for.

Workmen.—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Chief Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where special skill is required.

Patents.—It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in any wise come against said first party, or which may result on account of any infringement of any patent by means of the use of any materials, machinery, device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by Sanitary District.

And in the event of any claim or suit or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money in the same manner and upon the same conditions as hereinafter in the next following clause of this contract provided.

Damages.—If any damage shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, for which the contractor herein is legally liable, the Engineer shall have the right to estimate the amount of said

damage, and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damage shall be deducted from the money due said contractor under this contract.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person growing out of any act or doing of himself or his employes that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against said Sanitary District for or on account of any injuries or damages received or sustained by any person or persons by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any failure or negligence in guarding or protecting the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suits or claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

It is further agreed that in all cases of question or dispute arising or growing out of this contract in any way regarding the cost or value of extras, variations, allowances, deductions or the amount of damages in any manner growing out of the violation of this contract, the decision of the Engineer shall be final and binding on both parties hereto.

Responsibility of Contractor.—The contractor will be required to safely maintain all traffic on that portion of the Elgin, Joliet & Eastern Railroad which may be interfered with in any way in the construction of the work herein provided for; and will also be required to make all necessary changes in the structure carrying the tracks of said road as to enable him to construct the work herein provided for without any additional expense to the party of the first part.

Time.—The contractor agrees to begin work within fifteen days after the execution of this contract.

All the work provided to be done under this contract shall be completed and ready for inspection on or before the 1st day of February of the year 1897.

Price.—In consideration of the said work being carried on and completed in time and manner as specified, the said party of the first part agrees to pay to the said party of the second part, and the said party of the second part agrees to receive and accept as full compensation therefor, including the furnishing by him of all necessary material, tools, labor, machinery and appliances:

For superstructure complete as specifieddollars (\$.....)

The price proposed must include all royalties for patents or patented material and appliances used in the construction of the work described in the specifications and agreements, and, before final payment is made, the contractor shall furnish a satisfactory guarantee against all said claims.

Time and Manner of Payment.—It is agreed by the party of the first part that when the entire iron work shall have been delivered at the site of erection, payment shall be made to the party of the second part to the amount of sixty (60) per cent. of the aggregate cost of the work covered by the contract, upon written certificate from the Chief Engineer that such approximate amount of work has been done. The remaining forty (40) per cent to be paid within thirty days of the completion of the work and its acceptance by the first party.

Certificate.—On all work provided for in this contract being completed in accordance with the contract and to the full satisfaction of the Chief Engineer, and on its being inspected by him and a certificate made by him setting forth the amount of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to the said second party by the said certificate of the said Chief Engineer.

Failure to Complete.—The entire steel work for the structure herein provided for shall be delivered at the site of the erection on or before January 1st, 1897, and all the work provided to be done under this contract shall be completed and ready for inspection on or before the 1st day of February, A. D. 1897.

Should there be a failure by second party to deliver said iron work of the character and strength herein provided for by said 1st day of January, 1897, or if, after delivery of same as herein provided, said contractor shall fail financially, either before or after having been paid the 60 per cent of the contract price as hereinafter provided, and be unable to carry out said contract and complete said work, then, in that case, the said party of the first part shall have the power to complete said work by contract or otherwise, at its discretion, and charge up the cost of so completing said work to said contractor. Should the amount remaining unpaid of the contract price not suffice therefor, then said contractor and his bondsmen shall be held liable for the deficiency.

Payment of Laborers.—Said contractor shall pay the laborers employed by him promptly at regular intervals, and at least twice each month, and shall not pay said laborers in scrip, checks or other evidences of indebtedness, nor in any manner other than with lawful currency of the United States. And if at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed, and in manner aforesaid, or for material furnished upon said work, then the party of the first part shall have the power to pay for such labor or such material out of any money or moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain the amount or amounts due or owing from said contractor to any laborer or laborers, or to any person for material furnished, in such manner and upon such proof as it may deem sufficient, and without giving any notice of such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, or to said materialmen, shall be final and conclusive as against said contractor, and may thereafter be paid over by the said first party to such laborer, laborers or materialmen.

Contractor's Bond.—The contractor shall furnish a bond in the sum of twelve thousand dollars, with good and sufficient sureties,

the same to be satisfactory to the Board of Trustees of said Sanitary District, conditioned for the faithful performance of all the terms and conditions of this contract, and should the sureties on said bond at any time fail financially, or be, in the opinion of the said Board of Trustees, insufficient security for the penalty of said bond, then, in that case, they may, on giving ten days' notice thereof in writing, require said contractor to furnish a new or additional bond in the place of the bond so having become insufficient or worthless.

Final Payment.—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with, and the said Chief Engineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty (30) days after such completion and delivery of such certificate, pay, and it hereby binds itself to pay, the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement, or otherwise improperly given.

In witness whereof, on the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President, and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has hereunto set..... hand and seal.”

The following is

THE ADVERTISEMENT FOR THE SUBSTRUCTURE.

“SANITARY DISTRICT OF CHICAGO.

To Contractors—Sealed bids addressed to the Board of Trustees of the Sanitary District of Chicago, and indorsed:

Bids for the substructure for the Elgin,

Joliet & Eastern Railway Company's Bridge, located on Section thirty-four (34), Township thirty-six (36) North Range ten (10) East of the Third Principal Meridian in Will County, Illinois, will be received by the Clerk of the said Sanitary District at Room H, Rialto Building, Chicago, Illinois, until 12 M. (Standard time) on Wednesday, the 2nd day of September, 1896, and will be publicly opened by the said Board of Trustees at the regular meeting held that day, or at a special meeting called for that purpose.

The work for which said tenders are invited is the furnishing, delivering, and building in place four (4) stone piers and one (1) wing abutment as per plans and specifications to be furnished by the Chief Engineer.

Each bid must be accompanied by a certified check or cash to the amount of \$1,000.00.

All certified checks must be drawn on some responsible bank doing business in the City of Chicago, and be made payable to the order of the Clerk of the Sanitary District of Chicago. Said amount of \$1,000.00 will be held by the Sanitary District until all of said bids have been canvassed and the contract awarded and signed, the return of said check or cash being conditioned upon any bidder to whom the award of said work may be made appearing within ten days after notice of such award being given, with bondsmen, and executing a contract with the Sanitary District for the work so awarded, and giving a bond satisfactory to the said Board of Trustees for the fulfillment of the same in the amount of \$5,000.00.

All bids must be made upon the blank forms furnished by the Sanitary District.

No bid will be considered unless the party making it shall furnish evidence satisfactory to the Board of Trustees of his experience and ability in this class of work, and that he can control sufficient capital to enable him successfully to prosecute same in case the contract therefor shall be awarded him.

Bidders are required to state in their bids their individual names and places of residence in full.

Specifications and plans may be obtained at the office of the Chief Engineer, Room 522 Rialto Building, Chicago, Illinois, on or after August 1st, 1896.

The said Board of Trustees reserves the right to reject any and all bids.

THE SANITARY DISTRICT OF CHICAGO,

By.....

President.

Attest:

.....,

Clerk.

CHICAGO,....., 1896.

The following are

THE CONTRACT AND SPECIFICATIONS FOR THE SUB-STRUCTURE.

"SANITARY DISTRICT OF CHICAGO.

Contract and specifications for bridge masonry on the line of the Main Drainage Channel.

This Agreement, Made and entered into this.....day of.....

A. D. 189., by and between the Sanitary District of Chicago of the first part, and

.....

of

in

of the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the second part, by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material (except building stone), tools, explosives, labor and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated that are necessary to the complete transportation of the building stone and the erection of the masonry on the line of the said Main Drainage Channel, known and distinguished by the specifications herein contained, and the plans accompanying them, as the Elgin, Joliet and Eastern Railroad bridge.

B—

It is further covenanted, contracted and

agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and his properly authorized agents, and by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The said Chief Engineer and his properly authorized agents shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit, and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties.

C—

Wherever the words "Sanitary District" are used in this contract, they shall be understood to mean the Sanitary District of Chicago, as represented by the Board of Trustees or their duly authorized and accredited agents.

Wherever the word "Engineer" is used herein, it shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties entrusted to them.

Wherever the word "Contractor" is used herein, it shall be understood to mean the person or persons, or copartnership or corporation, entering into the contract as party of the second part.

SPECIFICATIONS

For the construction of bridge masonry, including abutments and piers. The accompanying drawings form part of these specifications. The figured dimensions on the drawings are to be taken whenever they do not agree with the dimensions obtained by scaling from such drawings.

The stone used to be taken by the contractor from the stock of bridge (dimension) stone owned by this District and piled on its ground on Section No. 7, near the east end thereof. Stone to be selected for regular courses, no course to be less than twelve (12) inches in thickness nor a less area than five (5) square feet.

Masonry—The stone is to be laid in regular courses, decreasing in thickness from bottom to top, no course to be less than twelve (12) inches in thickness. All of the stone in each course to be of uniform thickness, laid level throughout, to be well shaped, of suitable size, and brought to close joints. The beds and joints are to be dressed fair and true. Stones must be dressed to lie upon their natural beds, and laid alternately headers and stretchers so as to form a perfect bond. The width of any stretcher measured on its bearing surface shall never be less than one and one-half times its thickness, and its length never less than three times its thickness; and there shall not be less than one (1) header in every six (6) feet of face of each course.

The backing stone to be of large size, with parallel beds laid so as to break joints with each other, and with the face stones in such manner as to form a good bond throughout the entire mass of masonry.

Joints—No horizontal joints or vertical joints on face to be wider than one-half ($\frac{1}{2}$) inch. All joints to be completely filled with the specified mortar. Before the work is accepted, all visible joints shall be raked out to a depth equal to three (3) times their width and pointed with Portland cement mortar.

All exposed faces to be "rock-faced" with cut margins of two (2) inches, no projection of more than three (3) inches beyond the neat lines of structure will be allowed. All exposed angles to be cut clean and sharp.

On all piers and abutments the bridge seat course and the face and top course of parapet shall be of cut stone. All stone used shall be clean and sound.

Mortar.—Sand used to be clean, sharp and free from loam and pebbles.

Cement.—The best Portland cement shall be used, brand and quality to be subject to approval by the Chief Engineer, who shall from time to time cause such tests to be made as may seem to him proper for determining the quality of the cement which is shipped for use on the work. The development of tensile strength shall be four hundred (400) pounds per square inch after having set seven (7) days. All lumpy, dirty, or damaged cement shall be rejected; also damaged or short weight packages.

Mixing—The mixture of sand and cement shall be in the proportion of one (1) part cement, three parts sand; these volumes must be thoroughly incorporated with each other before water is added. All mortar shall be freshly mixed in clean boxes. No hard or partially set mortar shall be used. Water for mixing shall be clean.

Portland Cement Mortar shall be used for pointing. The proportions used to be one (1) part cement to two (2) parts sand, mixing, etc., to be as prescribed hereinbefore.

The Portland cement concrete shall consist of two (2) parts by volume of broken stone to one (1) part by volume of the specified Portland cement mortar. The stone and mortar shall be thoroughly incorporated so as to make a homogeneous mass. In the foundations the concrete shall be laid in courses not exceeding four (4) inches in thickness and shall be rammed in a manner to be approved by the Chief Engineer. On being placed the concrete shall have a wetness such as to permit quaking or mobility likened to liver.

Foundations—All foundations to be prepared to receive the masonry by the party of the second part, who shall make excavation to such depth, length and width as directed by the Engineer.

Measurement—Measurement of all masonry shall be by the cubic yard, and payments shall be made upon the basis of the actual cubical contents of the completed masonry, price per cubic yard to include all necessary excavation and refilling.

Changes in Plan—The amount of masonry figured from the plans is approximate, and the Sanitary District reserves the right to make alterations in the line, grade, plan, form or dimensions of the work herein provided for, either before or after beginning the construction thereof; provided, that if alterations are made, the general character of the work as a whole is not thereby changed. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages or for anticipated profits on the work that may be dispensed with; if they increase the amount of work such increase shall be paid for according to the quantity of work actually done, and at prices and rates established for such work under this contract.

Notice of change of plan must be given the contractor in writing, and it is expressly agreed that no alterations or additions, or extra work are to be paid for unless directed in writing.

Extra Work—All claims for extra labor or material furnished by the contractor, or for damages from any cause whatever, must be reported to the Engineer at the time such labor or material are furnished or such damages occur, and they must also be presented to him in writing at the end of the month; provided that nothing shall be paid for as extra work that can be classified under any of the heads upon which prices are fixed by this contract.

Whenever work is required to be done which is not now contemplated or covered by the prices hereinafter given, the Engineer shall fix such prices for the work as he shall consider just and equitable, and the contractor shall abide by such prices; provided he enters upon such work with full knowledge of the prices so fixed by the Engineer, but if the contractor declines executing said work at the prices fixed by the Engineer, then the Sanitary District may enter into contract with any person or persons for its execution, the same as if this contract had never existed; and if extra work, or work not provided for in this contract, is performed by the contractor, before prices have been fixed for such work, then the Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the said contractor shall accept of said prices in full satisfaction of all demands against the Sanitary District for said extra work; provided, that if the extra work done under this contract is of such a nature, being distinct from other work being done by said contractor, that the actual cost of the same can be determined, then the said contractor shall receive, and the Sanitary District shall pay, in full satisfaction for the same, the actual cost of the work with fifteen (15) per cent added. Provided, further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract.

It is further agreed that in all cases of question or dispute arising or growing out of this contract in any way regarding the cost or value of extras, variations, allow-

ances, deductions or the amount of damages in any manner growing out of the violation of this contract the decision of the Engineer shall be final and binding on both parties hereto.

Responsibility of Contractor—All the work provided for in this contract is to be done under the direction and supervision of the Chief Engineer and his properly authorized agents. The contractor is to be guided by the lines, stakes, marks and grades given by them, and is to carefully preserve the same as far as possible during the progress of the work, and is to furnish all needed facilities, without charge therefor, to enable the Chief Engineer to properly give lines and grades and to measure the work from time to time.

All work will be subject to inspection by the said Engineer and his said agents, and if not in accordance with the requirements of this contract, is to be made good by the contractor.

The contractor will be responsible for the entire work until completed and accepted by the Sanitary District. The contractor will be required to give his personal attention to the fulfillment of this contract and to the execution of the work. He is to keep the same under his control, and will not be allowed to sub-let all or any part of it; it being distinctly understood and agreed that the sub-letting of the work covered by this contract, or any part thereof, shall, after thirty (30) days' notice, work a forfeiture of the contract, at the option of the Sanitary District.

The contractor will be required to safely maintain all traffic on that portion of the Elgin, Joliet & Eastern Railroad which may be interfered with in any way in the construction of the work herein provided for; and will also be required to make all necessary changes in the structure carrying the tracks of said road as to enable him to construct the work herein provided for without any additional expense to the party of the first part.

The contractor will not be allowed to assign, by power of attorney or otherwise, any portion of the moneys that may become due through the workings of this contract. In case the contractor fails to comply with the provisions of this contract, as to progress and character of work, he shall be duly notified in writing, and

thirty (30) days after the giving of said notice the party of the first part may declare this contract forfeited, if there is substantial failure to comply with its provisions.

Tools—The contractor is to furnish all the tools of every kind and description, including pumps, cars and track necessary to the full and complete carrying out of this contract, and, on completion of the work, is to remove all tools, buildings and material of all kinds from the right of way of the Main Drainage Channel.

Precautions—Whatever precautions may be necessary to render any portion of the work more secure in any respect, or to decrease the liability of accident from any cause, or to avoid contingencies, which are liable to delay the completion of the work, shall be taken by the contractor.

Workmen—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where special skill is required.

Patents—It is further agreed that second party shall indemnify, keep and save harmless said first party from all liabilities, judgments, costs, damages and expenses which may in any wise come against said first party, or which may result on account of any infringement of any patent by means of the use of any materials, machinery, device or apparatus used in the performance of this contract, or of designs furnished by second party and accepted by Sanitary District.

And in the event of any claim or suit or action at law or equity of any kind whatsoever being made or brought against said first party, then first party shall have the right to retain a sufficient amount of money in the same manner and upon the same conditions as hereinafter in the next following clause of this contract provided.

Damages—If any damages shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, the Engineer shall have the right to estimate the amount of said damage, and to cause the Sanitary District to

pay the same to the said owner or occupant, and the amount so paid for such damages shall be deducted from the money due said contractor under this contract.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person, growing out of any act or doing of himself or his employees, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any such injuries or such damages received or sustained by any person or persons by or from said contractor, his servants, agents or employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any act or omission of said contractor, his agents or employees; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suit or claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Time—The contractor agrees to begin the work of transporting stone from the stock of this District on Section No. 7 to the site of the work covered by this contract within fifteen (15) days after said contract shall have been executed, and to prosecute the building of all of the masonry herein provided for so as to complete the same on or before December 1st, 1896.

Prices—In consideration of the said work being carried on and completed in time and manner as hereinbefore specified, the said party of the first part agrees to pay to the said party of the second part the following amounts per cubic yard, and the said party of the second part agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the material, (except building stone) tools, labor, etc., to-wit:

- (a) For each cubic yard of completed masonry in abutments and in rectangular piers, as per the terms of this contract, the sum of..... dollars (\$.....).
- (b) For each cubic yard of concrete as

per specifications.....dollars
(\$.....).

The price proposed must include all royalties for patents or patented material and appliances used in the construction of the work described in the specifications and agreements, and, before final payment is made, the contractor shall furnish a satisfactory guarantee against all said claims.

Time and Manner of Payment—It is agreed by the party of the first part that on or before the 10th and 25th days of each month, during the progress of the work, and subject to the provisions hereinbefore specified under the head "Time," payment will be made to the said party of the second part to the amount of eighty-seven and one-half (87½) per cent. of the contract price of the approximate amount of work done during the previous half month, upon written certificates from the Engineer that such approximate amount of work has been done during that period, twelve and one-half (12½) per cent. being reserved until the completion and acceptance of the whole work.

Certificate—On all the work provided for in this contract being completed in accordance with the contract and to the full satisfaction of the Chief Engineer, and on its being inspected by him and a certificate made by him setting forth the amounts of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to said second party by the said certificate of the said Chief Engineer, including the twelve and one-half (12½) per cent. reserve.

Failure to Complete—It is further agreed by the said party of the second part that, if the work to be done under this contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause, excepting acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the said party of the first part, that said work or any part thereof is unnecessarily and unreasonably delayed, or that the contractor is willfully and persistently violating any of the conditions or covenants of

this contract, or is not fulfilling said contract in good faith, the said party of the first part shall have the power to notify said contractor to discontinue all work, or any part thereof as may be designated by said party of the first part, and the said party of the first part shall thereupon have the power either to complete said work by contract or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Engineer may deem necessary to complete the work herein described, or any part thereof. And in so doing, said Engineer may use such tools, implements and materials as may be found upon the line of said work. The cost of doing such work by the said Engineer shall be charged to the said contractor, and the expense so charged shall be deducted and paid by the said party of the first part out of such moneys as may be due, or may at any time thereafter become due to said contractor, under and by virtue of this contract, or any part thereof, so far as the same shall suffice therefor, and the balance, if any, shall be paid by said contractor on demand.

Failure to Pay Laborers—If at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed or material furnished upon said work, for ten days after it shall have become due, then the party of the first part shall have power to pay for such labor or for materials, tools, explosives, machinery, appliances, fuel, provisions or supplies of any sort or kind used or consumed in, upon or on account of the work covered by this contract the party of the first part shall have power to pay for such labor or materials, explosives, machinery, appliances, fuel, provisions or supplies of whatever sort or kind out of moneys that may be due to said contractor and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain by its engineer the amounts due or owing from said contractor to any laborer or laborers or to any person or persons for materials, tools, explosives, machinery apparatus, fuel, provisions or supplies of any sort or kind or consumed upon, in or on account of the work covered by this contract, in such manner and upon such

proof as the said engineer may deem sufficient.

Final Payment—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials except in the manner set forth in this agreement, nor until all of the stipulations hereinbefore mentioned are complied with and the said Chief Engineer shall have given his certificate to that effect; whereupon the said party of the first part will, at the expiration of thirty (30) days after such completion and the delivery of such certificate, pay, and it hereby binds itself to pay, the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided, that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement or otherwise improperly given.

IN WITNESS WHEREOF, On the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has hereunto set hand and seal"

CLOSING OF OFFICES OF DISTRICT ON
JULY 4, 1896.

Mr. Kelly presented an order directing that the offices of the District be closed on Saturday, July 4, 1896, the same being a National holiday.

Mr. Kelly, seconded by Mr. Boldenweck, moved the adoption of the order, which was carried by unanimous vote.

The following is

THE ORDER:

"*Ordered*, That the offices of the Sanitary District of Chicago be and the same are hereby closed on Saturday, July 4, 1896, the same being a National Holiday."

NOTICE IN REFERENCE TO RETAINING WALLS ON SECTION 1.

The Clerk presented and read a communication from Messrs. Griffiths & McDermott, contractors on Section 1, setting forth that the engineers in charge of the retaining walls on Section 1 are preventing them from clearing off the foundation for the walls, as per the terms of their contract, and asking that they be allowed to build the walls in accordance with such terms.

On motion of Mr. Boldenweck, seconded by Mr. Jones, by unanimous consent, the communication was referred to the Joint Committee on Engineering and Judiciary.

The following is

THE COMMUNICATION:

"CHICAGO, June 30, 1896."

*To the Honorable Board of Trustees,
Sanitary District, Chicago:*

GENTLEMEN—We wish to inform you that your engineers having charge of the retaining walls on Section one are preventing us from cleaning off the foundation for the walls, as per the terms of our contract, which states most clearly that the walls shall be one-half the width at the base, of their total height, except where the walls are four feet in height or less. A large proportion of the walls, as built, are of an average of from six inches to two feet six inches at their base, in place of nine feet at the base, as the walls are eighteen feet in height, as per contract, which work we have been compelled to do at a loss of about \$6.00 per yard, as the rock as a general thing has to be dressed on the back as well as the face, which makes it equal to bridge masonry. Our contract is so definite and positive in its terms, that we fail to find any room for discussion or argument. It is simply, as our Mr. Griffiths has stated to your Chief Engineer, Mr. Randolph, on different occasions, either allow us to do this work according to the terms of our contract, or pay us extra for doing the work as it is now being done, which would amount to \$6.00 per yard for all such work done and to be done in the future. We wish to avoid extras, and simply request that you allow us to build the walls according to the terms of our contract, and avoid future complications. We feel the time has come when this matter should be definitely settled. We

July 1,]

—3421—

[1896.

submit this for your consideration, and
trust you will grant us a hearing.

Very respectfully yours,

(Signed) GRIFFITHS & McDERMOTT,"

ADJOURNMENT.

On motion of Mr. Boldenweck, sec-

onded by Mr. Jones, the Board then
adjourned.



CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 8, 1896.

OFFICIAL RECORD.

*Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and eighteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, July 8, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven members, were present; Mr Mallette arriving subsequently.

MINUTES.

The minutes of the regular meeting held June 24, 1896, and of the adjourned session of the same held July 1, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Smyth.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Dennison Manufacturing Company (shipping tags).....	\$ 11 25
Eugene Dietzgen Company (drafting material).....	10 24
Post, Jacobi & Bruning Company (drafting material).....	49 67
Keuffel & Esser Company (drafting material).....	8 36

Chicago Chart Company (map of Chicago).....	\$	3 00	
F. Mayer & Co. (blue printing).....		23 81	
Joseph Carlin (gauge reading).....		10 00	
E. Hastings (gauge reading).....		10 00	
Wm. Kirkham (gauge reading).....		10 00	
Wm. McGinnis (gauge reading).....		10 00	
Mary Rusk (gauge reading).....		10 00	
Sweet, Wallach & Co. (photo supplies).....		6 75	
New York Aristotype Company (photo supplies).....		4 00	
Chicago Shot Tower Works (shot).....		2 00	
E. DeClark & Co. (iron pans).....		3 00	
Waukesha Hygeia Mineral Springs Company (water).....		7 50	
C. S. Austin (ice).....		12 00	
Chicago Towel Supply Company (towel).....		5 40	
Isham Randolph (traveling).....		172 48	
Thos. T. Johnson (traveling).....		10 92	
W. T. Keating (traveling and expense).....		23 90	
Wm. Trinkaus (traveling and expense).....		49 82	
	\$		454 10

CLERICAL DEPARTMENT.

Chicago Towel Supply Co. (towel).....	\$	2 50	
C. S. Austin (ice).....		3 00	
John F. Higgins (envelopes).....		10 50	
	\$		16 00

LAW DEPARTMENT.

John P. Wilson (General Counsel, to July 1, 1896).....	\$	1,250 00	
Frank Vander Bogart, clerk (fees).....		10 00	
Chicago Daily Law Bulletin (subscription).....		3 00	
Callaghan & Co. (law reports).....		3 50	
Chicago Towel Supply Company (towel).....		1 50	
W. M. McEwen (expense).....		795 00	
	\$		2,063 00

GENERAL ACCOUNT.

The Chicago Times-Herald (advertising pumping plant).....	\$	4 80	
The Tribune Company (advertising pumping plant).....		11 40	
Chicago Telephone Company (rent, July 1 to October 1, 1896).....		764 17	
	\$		780 37

POLICE DEPARTMENT.

Timothy Carroll (rent of ground at Sag Bridge).....	\$	25 00	
J. G. Bodenschatz (sundries).....		4 88	
E. J. Coen (expense).....		29 70	
	\$		59 58

PUMPING PLANT—SECTION 3.

Consumers' Mutual Oil Company (oil).....	\$	60 24	
Gilman & Co. (Pumping plant—Section 3).....		1,500 00	
	\$		1,560 24

PUMPING PLANT—SECTION 14.

Hayes Brothers (labor).....	\$	65 83	
Total.....	\$		4,999 12

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott (Section 1, July 1, 1896).....	\$21,127 23
McArthur Brothers (Section 2, July 1, 1896).....	23,366 88

McArthur Brothers (Section 4, July 1, 1896).....	\$38,850 00
The Qualey Construction Company (Section 5, July 1, 1896).....	18,876 37
Campbell & Dennis (Section 14, July 1, 1896).....	2,110 50
Wright, Meysenburg, Sinclair & Carry (Section 15, July 1, 1896).....	16,721 43
Heldmaier & Neu (Section A, July 1, 1896).....	9,727 26
Heldmaier & Neu (Section B, July 1, 1896).....	7,016 63
Western Dredging and Improvement Company (Section C, July 1, 1896).....	4,935 00
Angus & Gindele (Section E, July 1, 1896).....	6,594 92
Weir, McKechney & Co. (Section F, July 1, 1896).....	6,192 94
Gahan & Byrne (Section G, July 1, 1896).....	2 880 30
Gahan & Byrne (Section H, July 1, 1896).....	5,336 36
Christie & Lowe (Section I, July 1, 1896).....	1,178 88
The Heidenreich Company (Section M, July 1, 1896).....	442 21
Hayes Brothers, et al. (Section N, July 1, 1896).....	2,875 06
McMahon & Montgomery Company, et al. (Section O, July 1, 1896).....	3,749 91
Christie & Lowe (regulating works, Section 15, July 1, 1896).....	1,622 25
Mason, Hoge & Co. (rip-rap, etc., Section 6, final, July 1, 1896).....	1,174 98
	<hr/> \$ 174,577 11
Grand total.....	<hr/> \$ 179,576 23 <hr/>

Mr. Kelly, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 532, Engineering Department, (three months stationery supplies).....\$ 233 65

Mr. Boldenweck, seconded by Mr. Smyth, moved that Requisition No. 532, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending June 27 and July 4, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, July 8, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the weeks ending June 27 and July 4, 1896, as the same have been reported to me:

	June 27.	July 4.
Engineering department.....	179	182
Pumping plant.....	11	10
Clerical department.....	5	4
Law department.....	6	6
Treasury department.....	1	1
Police department.....	43	43
Telephone operator.....	1	1
Towpath force.....	3	3
Total employes.....	<hr/> 249	<hr/> 250

Respectfully submitted,

(Signed)

JAS. REDDICK,

Clerk.”

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of June, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, July 8, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of and charged to the Clerical Department during the month of June, 1896, was \$53.49, divided as follows:

Stationery and printing.....	\$ 44 24
General expenses.....	9 25
Total.....	<u>\$ 53 49</u>

There are outstanding liabilities to the amount of \$16.00 for office expenses against the Clerical Department, and the expenses for the present month will, from present indications, be about \$1,800.00.

The total amount expended and charged to the General Account during the month of June, 1896, was \$386.48, divided as follows:

Advertising.....	\$ 23 60
Printing.....	133 98
Electric lighting.....	29 17
General Expenses.....	199 73
Total.....	<u>\$ 386 48</u>

There are outstanding liabilities against the General Account to the amount of \$16.20 for advertising, and the expenses for the present month will be about \$6,000.00.

During the month of June, 1896, there were regular warrants authorized and drawn against the various accounts for \$392,668.93, as follows:

Engineering Department.....	\$ 590 93
Clerical Department.....	53 49
Law Department.....	1,222 35
General Account.....	386 48
Emergency Fund, W. M. Mc-	
Ewen, Attorney.....	1,000 00
Police Department.....	165 68
Bond Interest and Premium Ac-	
count.....	389,250 00
Total.....	<u>\$392,668 93</u>

As directed by your Honorable Body at the meeting held June 10, 1896, the estimates issued to contractors and audited, approved and ordered paid by the Board during the month of June, 1896,

amounting to \$357,295.80, were paid in tax levy warrants, with 6 per cent interest coupons attached, drawn against the tax levy for 1895. The total expenditures, therefore, for the month were as follows:

Engineering Department (Con-	
struction Account), tax-levy	
warrants.....	\$357,295 80
Regular warrants issued.....	392,668 93
Total.....	<u>\$749 984 23</u>

The total tax-levy warrants issued to June 30, 1896, has been \$2,415,905.37, and of this amount the sum of \$1,278,154.53 was redeemed to July 1, 1896.

The balance of the appropriation of \$1,000,000.00, made by ordinance of October 9, 1895, for the payment of District bonds and interest, as shown in my last report, has been exhausted by the payment of maturing bonds and interest.

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.”

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of June, 1896, which was read and by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, July 8, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I have the honor to submit to you the report of the Law Department for the month of June, 1896.

The following are the expenses of the Law Department for the month:

Court costs.....	\$ 171 40
Right of way.....	676 09
Expense account.....	83 95
Legal services.....	116 66
Printing and stationery.....	44 25
Books.....	130 00

Total..... \$1,222 35

The various matters which have received the attention and occupied the time of the Department may be briefly enumerated as follows:

From June 1 to June 19 the case of

the District against the Western Stone Company for condemnation of the tract of 132 acres near the City of Joliet, belonging to the Stone Company, was on trial, resulting in a verdict for the aggregate amount of \$19,025.00 for the interest of the Stone Company, or about \$144.00 per acre. The trial was bitterly contested by both sides, and a great effort was made by the defendant to establish a value to this land as stone land, and claimed as compensation for the land taken and for damages to land owned, but not taken, over \$200,000.00. In view of the strong fight made by the defendant, and all the circumstances surrounding the case, I feel that the District is to be congratulated on the outcome.

A motion for a new trial has been made by the defendant Stone Company, and will be determined at an early date. It is not believed by any of the attorneys for the District that good grounds exist for the granting of a new trial.

A judgment for possession of the premises on Western avenue, known as the Lay tract, has been rendered in favor of the District and against the occupant, Rudiger Fischer, in a Justice Court. The case has been appealed to the Circuit Court of Cook County.

Various pleadings have been prepared in several of the pending cases to which the District is a party.

The District has been sued before a Justice of the Peace by one Patrick McDonnell for the alleged duty to pay rent for the use of the road north of the Illinois and Michigan Canal, leading west from Kedzie avenue, for the years 1894 and 1895. This road was leased by the District in 1893, although the right of McDonnell to collect rent therefor was then disputed.

Further time has been consumed in the settlement of the Santa Fe Railroad matters, in preparing contracts with proper descriptions to carry out the settlement agreed upon.

Opinion has been given and various contracts have been drawn relative to releasing sureties on bonds of the contractors on several of the sections.

The case of Ricker, Lee & Co., against the District has been on hearing, and considerable evidence given before Master in Chancery Sherman of the United States Circuit Court during the past month.

Preparation for the trial of other cases has continued during the month.

Purchase has been made, under bill of sale, of the pumping plant of Gilman & Co., on Section 3.

The usual number of labor and other claims have been passed upon, and I may add that too many just claims against the contractors come before the Department, which ought to be settled without taking the time of the District.

The present month will be occupied in further consideration of contracts with railroad companies, attending to the current litigation, labor and damage claims, and the general routine of the office.

Very respectfully,

(Signed)

W. M. McEWEN,

Attorney."

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of June 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"Balance on hand at date of last report.....	\$ 609,860.02
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Received from the following sources:

James Reddick, Clerk, rent of buildings on Section "A," by Heldmaier & Neu.	\$ 107.50
200 bonds, fifth issue....	200,000.00
Accrued interest on above 200 bonds.....	3,325.07
Chicago National Bank, interest for June.....	180.98
Ft. Dearborn National Bank, interest for June.....	180.82
Metropolitan National Bank, interest for June	186.24
Globe National Bank, interest for June.....	179.50
National Bank of Illinois, interest for June..	195.40
Garden City Banking & Trust Company, interest for June	118.36

Total cash received for month.....	\$ 204,473.87
------------------------------------	---------------

\$ 814,833.89

Total cash disbursed during month as per annexed schedules, viz:

Clerical Department....	\$978.49
Treasury Department...	184.16
Interest Account.....	114.11
Engineering Departm't	16,488.33
Engineering—Construction Department.....	7,599.14
Willard M. McEwen, Attorney.....	1,000.00
Law Department.....	3,209.35
Police Department.....	3,539.33
General Account.....	3,109.46
Bond Interest and Premium Account.....	389,250 00
	<u>\$ 425,472.37</u>
Balance this date, in banks as per schedule endorsed hereon.....	<u>\$ 388,861 52</u>

The balance of the appropriation of \$1,000,000 made by ordinance of October 9th, 1895, for the payment of District bonds and interest, as shown in my last report, has been exhausted in the payment of bonds and interest due.

(Signed) MELVILLE E. STONE,

Treasurer.

CHICAGO, June 30th, 1896."

SCHEDULE :

Chicago National Bank.....	\$ 60,138.08
Fort Dearborn National Bank.....	60,622.08
Metropolitan National Bank.....	63,359.95
Globe National Bank.....	85,275.01
National Bank of Illinois.....	61,462.61
Garden City Banking and Trust Company.....	58,003.79
Total.....	<u>\$388,861.52</u>

SEMI-ANNUAL PROPERTY RETURN FROM LAW DEPARTMENT.

The Clerk presented a report from the Attorney transmitting the semi-annual property return from the Law Department for the half year ending June 30, 1896, which, by unanimous consent, with accompanying property return, was ordered placed on file.

The following is

THE REPORT:

"CHICAGO, July 8, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In accordance with the rules adopted by your Honorable Body, I herewith present a complete schedule of the books, furniture and other per-

sonal property in the offices of the Law Department belonging to the District.

Respectfully submitted,

(Signed) W. M. McEWEN,

Attorney."

(Accompanied by schedule.)

SEMI ANNUAL PROPERTY RETURN FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Chief Engineer transmitting the semi-annual property return from the Engineering Department for the half year ending June 30, 1896, which, by unanimous consent, with accompanying property return, was ordered placed on file.

The following is

THE REPORT:

"CHICAGO, July 8, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the property return of the Engineering Department for the half year ending June 30th, 1896.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,

Chief Engineer."

(Accompanied by schedule.)

PAYMENT FOR CONSTRUCTION OF DAM AND EXTENSION OF CERTAIN TRACK TO PUMPING WORKS ON SECTION 14.

The Clerk presented a report from the Chief Engineer transmitting a bill from Messrs. Wright, Meysenberg, Sinclair & Carry for material and labor furnished in building a dam at the south end of Section 14, and also a bill from the same parties for extending the Smith & Eastman track to the site of the pumping works on Section 14, and the report was read.

On motion of Mr. Carter, seconded by Mr. Smyth, the report and accompanying bills were referred to the Joint Committee on Engineering and Finance by a unanimous vote.

The following is

THE REPORT:

"CHICAGO, July 6, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—A bill will come before

you in favor of Wright, Mysenberg, St. Clair & Carry for labor performed in building the dam at the south end of Section 14, as per my order. This was done after consultation with the Joint Committee on Engineering and Finance. The amount of the bill is \$678.79.

I have also employed the same parties to extend the Smith & Eastman track to the site of our Pumping Works on Section 14. The bill for lumber and material is \$87.28.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."
(One enclosure.)

STOPPAGE OF USE OF EXPLOSIVES IN
PREPARING FOUNDATIONS FOR RE-
TAINING WALLS ON SECTION 15.

The Clerk presented and read a report from the Chief Engineer in reference to stoppage of the use of explosives in preparing the foundations for retaining walls on Section 15, made necessary on account of the friable nature of a portion of the rock foundation, as set forth in the report, and suggesting that the contractors be allowed for the extra cost incurred, with ten per cent added.

By unanimous consent the report was referred to the Joint Committee on Engineering and Finance.

The following is

THE REPORT:

"CHICAGO, July 8, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Owing to the exceedingly friable nature of a greater portion of the rock found on Section No. 15, I have had to prohibit the use of explosives in preparing foundations for retaining walls, because their use made necessary an excessive excavation of rock from foundations, which excess of excavation would have to be paid for and the rock so removed would have to be replaced with concrete, the whole involving a cost to this District which ought to be avoided, but inasmuch as the excavation of rock by quarry methods involves a cost to the contractor greatly in excess of the ordinary methods of blasting, the contractors for the work have protested against the requirements made of them under my instructions, and demand extra compensation for doing the work as directed by me. I

consider that the contractors are entitled, under the extra work clause of their contract, to the cost of the work so done by them, with ten per cent added to whatever the said cost amounts to, in excess of their contract price, and I have so ruled. I therefore ask that you authorize the payment of the vouchers for this excess of cost, in accordance with this ruling.

At my urgent request, a majority of your members visited this work on May 25th, and made a personal inspection of the conditions herein set forth.

Respectfully submitted,
(Signed) ISHAM RANDOLPH,
Chief Engineer."

CONTRACT FOR EXTRA TELEPHONE SERVICE.

Mr. Wenter, Chairman, presented a report from the Committee on Finance with reference to a proposed contract for extra telephone service at a cost of seventy-five dollars per annum, rendered necessary by the connection of the telephone system with the residence of Marshal E. J. Coen, and recommending that the President and Clerk be authorized and directed to execute such contract on behalf of the District; and the report was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved that the report be adopted, printed and filed, the recommendations made therein concurred in, and the President and Clerk authorized and directed to execute an agreement with the Chicago Telephone Company at the rate of seventy-five dollars per annum as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT

"CHICAGO, July 8, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Finance having had under consideration a communication from the Chicago Telephone Company, stating that the cost of telephone service to the District would be increased seventy-five dollars (\$75.00) dollars per annum, as long as such is re-

quired, for a telephone instrument for the use of the Police Department, to be placed in the residence of Marshal E. J. Coen, respectfully report that they believe from investigation that the needs of the Police Department would justify such an expenditure, and they therefore recommend that the President and Clerk be and they are hereby authorized and directed to sign an agreement with the Chicago Telephone Company for the use of a telephone instrument as hereinbefore described.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
Z. R. CARTER,
J. P. MALLETT,
Committee on Finance."

ORDINANCES FOR TAX LEVY FOR 1896 AND
FOR APPROPRIATION FOR PAYMENT
OF DISTRICT BONDS AND INTEREST.

Mr. Wenter, Chairman, presented a report from the Committee on Finance with reference to, and accompanied by, an ordinance levying the taxes for the year 1896 for the corporate purposes of the District, and also an ordinance appropriating two hundred thousand dollars for the payment of the principal and interest of the bonds of the District as the same shall become due, and the payment of the interest on warrants of the District; and the report, with accompanying ordinances, was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, printed and filed and the recommendations made therein concurred in.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

Mr. Wenter, seconded by Mr. Mallette, then moved the passage of the before-mentioned ordinance levying four million dollars taxes for the year 1896.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried, and the ordinance passed.

Mr. Wenter, seconded by Mr. Carter,

then moved the passage of the before-mentioned ordinance appropriating two hundred thousand dollars for the payment of District bonds, interest, etc.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried, and the ordinance passed.

The following is

THE REPORT:

"CHICAGO, July 6, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Finance would respectfully report to your Honorable Body that they have had under consideration the subject of the finances of the District in connection with the payment of bonds and interest, contractors estimates and the various expenses of the District, together with a consideration of the resources of the District, and your Committee, after mature deliberation, and on the opinion of the Attorney and General Counsel, as to the rights of the District in the premises, deem it advisable for the action herein suggested to be taken by the Board, and accordingly recommend as follows:

That of moneys of the District now on hand, there be set aside \$200,000.00 to be applied by the Treasurer to the payment of maturing bonds and interest on bonds, and interest on tax warrants, and your Committee to that end present a draft of ordinance so providing and recommend its passage.

That the annual tax levy ordinance for the year 1896, should now be made to be in time for a proper certification to the County Clerk, under the law, and your Committee presents herewith a draft of ordinance for the annual tax levy of 1896, and recommends its passage.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
Z. R. CARTER,
J. P. MALLETT,
Committee on Finance."

The following is

THE ORDINANCE FOR THE TAX LEVY FOR
1896:

*"Be it Ordained by the Board of Trustees
of the Sanitary District of Chicago:*

SECTION 1. That the sum of four million (\$4,000,000) dollars be and the same is hereby levied and assessed on the real and personal property within the Sanitary District of Chicago, subject to taxation according to the valuation of said property, as the same is assessed and equalized for State and County purposes for the year 1896; the taxes levied and assessed under this ordinance being for the corporate purposes of the Sanitary District of Chicago.

SECTION 2. The Clerk of the District is hereby directed to certify on or before the second Tuesday of August, 1896, to the County Clerk of Cook County the amount required to be raised by tax pursuant to this ordinance and to that end to file with the said County Clerk a copy of this ordinance.

SECTION 3. This ordinance shall take effect and be in force from and after its passage."

The following is

THE ORDINANCE APPROPRIATING FOR PAY-
MENT OF DISTRICT BONDS
AND INTEREST:

*"Be it Ordained by the Board of Trustees
of the Sanitary District of Chicago:*

SECTION 1. That there is hereby appropriated out of the funds of this District, now in the hands of the Treasurer, the sum of two hundred thousand (\$200,000.00) dollars to be applied by the Treasurer to the payment of the principal and interest of the bonds of this District, as the same shall become due and to the payment of the interest on warrants of the District.

SECTION 2. This ordinance shall be in force from and after its passage."

CLAIM OF JOHN L. HENRY IN REFERENCE
TO FENCE.

The Clerk presented and read a communication from John L. Henry setting forth that at the time of the transfer of certain lands in Sections 22 and 28, Township 38 North Range 12, in 1892, from him to the District, the District agreed to bear half the expense of the erection of a

fence in case the latter became necessary, stating that such was now necessary, and requesting that the Board perform their part of the agreement.

By unanimous consent, the communication was referred to the Joint Committee on Judiciary and Finance.

NOTICE OF CLAIM OF TIMOTHY CARROLL
FOR MECHANIC'S LIEN AGAINST
CONTRACT ON SECTION F.

The Clerk presented a communication from Timothy Carroll with reference to claim against Messrs. Weir, McKechney & Company, contractors on Section F, for services performed, the communication being accompanied by a transcript of judgment against said contractors to the amount of one hundred forty and thirty-five one-hundredths dollars.

By unanimous consent the communication, with accompanying paper, was referred to the Committee on Judiciary.

NOTICE OF CLAIM OF THE "COLUMBIAN
POWDER COMPANY" FOR MECHANIC'S
LIEN AGAINST CONTRACT ON SECTION F.

The Clerk presented a communication from "The Columbian Powder Company," by George E. Hunter, agent, with reference to their claim against Messrs. Weir, McKechney & Company, contractors on Section F, for material furnished, amounting to six hundred and sixty dollars.

By unanimous consent, the communication was referred to the Committee on Judiciary.

PETITION OF THE CHICAGO, MADISON &
NORTHERN RAILROAD COMPANY FOR
REFUND OF TAXES PAID UNDER A
DOUBLE ASSESSMENT.

The Clerk presented a communication from the Chicago, Madison & Northern Railroad Company, by L. T. Morehouse, tax commissioner, asking that certain taxes, amounting in the aggregate to ninety-one dollars, claimed to be erroneously and illegally collected from petitioner under double assessments of 1892 and 1893, be refunded, the communication being accompanied by a certificate from Philip Knopf, County Clerk of Cook County, certifying to the fact of the double assessments.

By unanimous consent the communication, with accompanying certificate, was referred to the Committee on Finance.

REPORT ON "COMMUNICATION ON CONDITION OF ROMEO HIGHWAY" AND ON ADVERTISEMENT, SPECIFICATIONS, BOND AND PROPOSALS FOR BUILDING CULVERTS AND GRADING ROMEO HIGHWAY.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to, and accompanied by, a communication from the Highway Commissioners of the Town of Du Page, concerning damage to the Romeo Highway, said to have been caused by the works of the District, and with reference to the condition of said highway, presented and referred to that Committee at the meeting held January 8, 1896, (page 3085 of Proceedings) and also transmitting advertisement, specifications, bond and proposals for building culverts and grading Romeo highway, the report recommending that the advertisement, specifications, bond and proposals be adopted, and that the President and Clerk be directed to publish said advertisement; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, with enclosures filed, the recommendations made therein concurred in, and the President and Clerk directed to publish advertisement as set forth in the report.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 6, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance would report to your Honorable Body that in the matter of the Romeo Highway, between the Main Channel and the East Branch of the Desplaines River, and the building of a road bridge over the latter, on which subject a communication to the Board was presented by the Highway Commissioners of Du Page Township, Will

County, and referred (page 3085 of Proceedings), it appears that the matter has been previously reported upon by your committee on August 29, 1894 (page 2165 of Proceedings), recommending that no action then be taken by the Board, and that the Engineer reported to the Board, June 27, 1894, an estimate of cost of improvement of the road and bridge (page 2021 of Proceedings), at the time your committee made their report of August 29, 1894, in which it recommended that no action be taken by the Board, as the Highway Commissioners refused to maintain the bridge over the East Branch after the same was built.

Without taking the time to discuss the situation or the duty of the District in the premises, your committee would report that the matter has been fully considered and all the light possible on the subject has been obtained, and the Chief Engineer, under the direction of the committee, has prepared plans and specifications for the necessary excavation, filling, grading, abutments, piers, trestle work and appurtenances, which, with changes as to stone abutments and guard rail, are herewith reported to the Board with forms of advertisement, bond and proposal; these plans and specifications have been verbally approved by said Highway Commissioners, and your committee recommend that said plans, specifications, bond, proposal and form of advertisement be adopted by your Honorable Body, and that the President and Clerk be directed to advertise for proposals for the trestle and bridge work and the road work as indicated by said forms according to law, such advertisement and any letting of any of said work to be subject to and conditioned upon the formal approval of the proper corporate officials having jurisdiction over said highway and bridge, of said plans and specifications, and their acceptance of the work done under said plans and specifications, and the release of the District from all present or future liability for the maintenance of said road, trestle or bridges, or of any of the work done under said plans and specifications, and all damages to said roadway and bridge, by reason of the construction and operation of the Main Channel or any of its appurtenances.

Returned herewith is the communication first mentioned for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
JOS. C. BRADEN,
THOMAS KELLY,
T. A. SMYTH,

Joint Committee on Engineering and Finance."

(Accompanied by advertisement, plans, specifications, etc.)

The following is

THE ADVERTISEMENT:

SANITARY DISTRICT OF CHICAGO.

Contractors — Sealed proposals addressed to the Board of Trustees of the Sanitary District of Chicago, and endorsed, "Proposals for building culverts and grading Romeo highway over and across the lands of the Sanitary District," will be received by the Clerk of the said Sanitary District at Room H, Rialto Building, Chicago, Illinois, until 12 M. of September 9th, 1896, and will be publicly opened by said Board of Trustees, at a regular meeting held on that day, or at a special meeting called for that purpose.

The work for which tenders are invited is the supplying and erecting in place 128 feet of timber trestle bridging at the sites indicated on plans, and the grading of the highway to the height and dimensions shown upon the plans to be furnished by the Engineer of the Sanitary District.

Bids to be accompanied by a certified check or cash to the amount of \$250. All checks to be drawn on some responsible bank doing business in the City of Chicago, and made payable to the order of the Clerk of the Sanitary District of Chicago. Said amount of \$250 to accompany each bid will be held by the

Sanitary District until all of said proposals have been canvassed and contracts awarded and signed, the return of said check or cash to the bidder to whom said work shall have been awarded being conditioned upon his appearing within ten days after notice of such award being given with bondsmen, and executing a contract with the Sanitary District for said work so awarded, and giving a bond satisfactory to the Board of Trustees for the fulfillment of the same, in the amount of \$500.

All proposals must be made upon blank forms furnished by the Sanitary District, and must give the price for each separate item of work. The bids will be compared on the basis of the Engineer's approximate estimate of quantities, as follows:

Approximately, 5,000 cubic yards of filling; 1,200 cubic yards of crushed stone or gravel spread on the roadway; 50 cubic yards of masonry, and 20,000 feet B. M. of lumber in the trestle.

Bidders are requested to state their individual names and places of residence in full.

Specifications and plans may be seen at the office of the Chief Engineer, Rialto Building, Chicago.

The said Board of Trustees reserves the right to reject any all bids.

THE SANITARY DISTRICT OF CHICAGO,

By B. A. ECKHART,


Attest: President.

JAMES REDDICK,
Clerk.

CHICAGO, July 8, 1896."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Kelly, the Board then adjourned.


CLERK.

July 8,]

—3433—

[1896.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

JULY 22, 1896.

OFFICIAL RECORD.

*Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and nineteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, July 22, 1896, at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven members, were present.

MINUTES.

The minutes of the regular meeting held July 8, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Boldenweck.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Wykoff, Seamans & Benedict (paper).....	\$	3 60
A. P. Little (carbon paper).....		4 00
Winston & Co. (building, Section 2).....		85 00
John McCaffery (rent—Brighton Park).....		25 00
Wygant & Ayres (rent—Corwith)		12 50

J. M. Abbitt (rent—Willow Springs).....	\$ 20 00	
H. S. Norton (rent—Lemont).....	18 00	
O. W. Moon (rent—Lockport).....	20 00	
Waukesha Hygeia Mineral Springs Company (water).....	7 50	
The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company (inspecting bridge).....	37 75	
The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company (inspecting bridge).....	55 00	
E. R. Shnable (traveling and expense).....	29 00	
H. B. Alexander (traveling and expense).....	26 85	
Chas. L. Harrison (traveling and expense).....	31 61	
	<u>\$</u>	375 81

CLERICAL DEPARTMENT.

P. F. Pettibone & Co. (stationery).....	\$ 2 00	
H. Schultz & Co. (file boxes).....	4 50	
Huston, Ashmead & Co. (letter heads).....	11 25	
	<u>\$</u>	17 75

LAW DEPARTMENT.

Frank Vander Bogart, Clerk (fees).....	\$ 5 00	
Chicago Telephone Company (toll service).....	15 45	
C. S. Austin (ice).....	3 00	
Harris & Foley (rent rubber coats, etc.).....	11 25	
D. Barrett (livery).....	135 00	
Joseph McLaughlin (expense).....	8 00	
W. M. McEwen (expense).....	26 00	
W. M. McEwen (expert witness fees).....	1,302 00	
	<u>\$</u>	1,505 70

GENERAL ACCOUNT.

John F. Higgins (printing).....	\$	365 67
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POLICE DEPARTMENT.

Sprague, Warner & Co. (lamp chimneys).....	\$ 7 95	
W. R. Neff (buggy wheels).....	20 00	
W. R. Neff (blacksmithing, etc.).....	12 25	
E. J. Coen (expense).....	19 89	
	<u>\$</u>	60 09

PUMPING PLANT—SECTION 3.

The Desplaines Construction Company (building and scale).....	\$ 75 00	
The Desplaines Construction Company (coal).....	118 88	
McArthur Brothers Co. (coal).....	15 21	
T. C. Loucks & Co. (coal).....	404 31	
Chicago and Alton Railroad Company (freight on coal).....	439 48	
W. D. Allen & Co. (belting, etc.).....	39 63	
Hibbard, Spencer, Bartlett & Co. (shovels, etc.).....	4 37	
S. L. Derby Lumber Company (lumber).....	62 90	
	<u>\$</u>	1,160 28
Grand total.....	<u>\$</u>	3 485 30

Mr. Boldenweck, seconded by Mr. Carter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven, Nays—none.

Upon which result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 809, Law Department, (for purchase of premises neces-

sary to fulfillment of agree-
ment with railway company
of May 25, 1896).....\$1,000 00

On motion of Mr. Boldenweck, sec-
onded by Mr. Kelly, Requisition No. 809,
as read and shown above, was referred to
the Joint Committee on Finance and
Engineering by unanimous consent.

WEEKLY REPORT ON EMPLOYES.

The Clerk presented a report, in ac-
cordance with the Rules, showing the
number of persons in the employment of
the District for the weeks ending July
11 and July 18, 1896, which was read, and,
by unanimous consent, was ordered
printed and filed.

The following is

THE REPORT:

“CHICAGO, July 22, 1896.

To the Honorable the Board of Trustees
of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report here-
with the number of employes in each de-
partment for the weeks ending July 11
and July 18, 1896, as the same have been
reported to me:

	July 11.	July 18..
Engineering department...	185	188
Pumping plant.....	11	10
Clerical department.....	4	4
Law department.....	6	6
Treasury department.....	1	1
Police department.....	43	43
Telephone operator.....	1	1
Towpath force	1	1
Total employes.....	252	254

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.”

MONTHLY REPORT FROM ENGINEERING
DEPARTMENT.

The Clerk presented a report from the
Engineering Department for the month
of June, 1896, which was read, and, by
unanimous consent, was ordered printed
and filed.

The following is

THE REPORT:

“CHICAGO, July 20, 1896.

To the Honorable the Board of Trustees
of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the
reports of the Divisions of Construction,

and Drafting and Designing, showing the
detailed operations of the Engineering
Department for the month of June,
1896; also a classified statement of ex-
penses to July 1st, 1896.

The expenses for the month of June
were as follows:

Salaries.....	\$ 17,385 84
Supplies, etc.....	620 15
Contractors' estimates, reg- ular.....	353,031 82
Contractors' estimates, col- lateral.....	2,667 56
Total.....	\$ 373,655 37

I estimate the expenses of this Depart-
ment for the month of July will be
\$400,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.”

“CHICAGO, July 14, 1896.

Isam Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division
of Drafting and Designing for the month
of June was as follows:

The work on the regulating works and
tail race was continued. The survey party
devoted about two weeks time to small
surveys in the vicinities of LeMoynes, Le-
mont, Joliet and Kedzie avenue; and com-
pleted the survey of the North Branch up
to Addison street.

Some time was given to hydraulic data
pertaining to the Chicago, Desplaines and
Illinois Rivers and to Lake Michigan.

Plans and specifications were finished
for the Southwest boulevard and the E., J.
& E. bridges. Work was commenced on
design for bridge at LeMoynes.

Miscellaneous work was done pertaining
to plans for improving the South Branch,
inspection of Main Channel and improve-
ment of Stock Yards slips.

The testing of cement for use in the re-
taining walls and regulating works was
continued, as was also the work of pre-
paring record photographs and mainte-
nance of water gauges.

The regular platting was continued on
the following maps: The water shed map
of Chicago and vicinity; the two contour
maps between Lemont and Lockport, and
the 200-foot scale map of the Chicago River.

Some work was done on four maps of part of the North Branch of the Chicago River; a copy of Index Book, drafting office, and the copy of plat book sheets, Will County, was completed.

The following drawings were made: Map and cross-sections of the A., T. & S. F. Ry. tracks at Lemont; six maps showing proposed improvements South Branch Chicago River; plan of filing cases; map of Sec. 27 and 28-36-10 for Law Department; profile showing proposed change in grade Western Indiana and Belt R. R. in Section K; set of maps and profile to accompany agreement with A., T. & S. F. R. R. Co.; descriptions of right of way to accompany above agreements.

Tracing discharge measurements diagram; tracings bear trap details, and a tracing of Illinois River basin.

The expenses for July will be approximately the same as for June.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer.

— — —
"CHICAGO, July 17, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—I herewith present my report of the work of construction for the month of June.

The value of the work done during the month amounts to \$403,464.92, embracing the excavation of 555,737 cubic yards of glacial drift and 120,780 cubic yards of solid rock, and the building of 45,380 cubic yards of retaining wall masonry. Although rain fell on six days, the weather was quite favorable, with temperature ranging between 56 and 90 degrees.

Work on Section "O" was continued in the usual manner, the quantity excavated amounting to 35,142 cubic yards. The temporary road at Western avenue was completed and opened to travel on the 3rd. Thirty-first street was graded to temporary grade, provided with drainage and a sidewalk laid. Pile driving for the temporary railroad bridge at the Pan Handle Railroad crossing was completed and the work of capping and framing commenced.

Of the material excavated on this section, 8,001 yards were taken out with wheel scrapers; 5,531 yards with small cars, and

21,610 yards with a steam shovel and large flat cars, averaging about 11½ yards each, which was hauled to the Lake Front. This steam shovel was employed 23½ shifts, and averaged 919½ yards per shift.

Collateral Channel—A steam dredge resumed work on the Collateral Channel, excavating 7,414 cubic yards, completing same from the West Fork of the Chicago River to the Chicago, Madison and North-ern Railway.

Section N—Continued work with a small wheel scraper force and with the Osgood steam shovel and Heidenrich incline. The output of the wheel scrapers was 2,198 cubic yards, an average of 39 yards each, and that of the Osgood shovel and incline was 22,157 cubic yards in 20 days, an average of 1,108 cubic yards per day.

Sections M and L—A force of laborers was employed throughout the month taking out slides and retrimming slopes.

Sections K and I also employed a force upon same work as named in the two preceding sections.

Section H returns an estimate of 53,211 cubic yards of excavation, of which 19,678 yards were taken out with the Mason & Hoover conveyor in 25½ shifts, an average of 772 yards per shift; and the balance—33,563 yards—was handled with a steam shovel and steel incline, averaging 639 yards per shift for the 52½ shifts employed.

Section G is credited with 37,011 cubic yards of excavation. This material was handled with a steam shovel and belt conveyor and a steam shovel and steel incline. The former was employed 41 shifts, averaging about 312 yards per shift, and the latter 47½ shifts, and averaged 510 yards per shift.

Section F—Both of the steam shovels and truss conveyors continued work throughout the month with day and night shifts of 10 hours each, yielding an output of 40,852 cubic yards in 91 shifts, an average of about 449 yards per shift.

Section E continued operations with the same plant as in the preceding month, viz., three steam shovels and inclines. Their output was 58,229 cubic yards in 104 shifts.

Section D has an estimate of 30,103 cubic yards which was taken out with two

steam shovels in 66 shifts, an average of about 456 yards each per shift.

The erection of the cableway for taking the rock out of the bottom of the Channel was completed and rock excavation commenced on the 23d ult. A force of laborers is also engaged in trimming the slopes in advance of the cableway.

Section C continued operations with the same plant as in the preceding month, excavating 51,500 cubic yards of material with three steam shovels in 115 shifts, an average of about 448 yards each per shift.

Section B employed two steam shovels in connection with locomotives and cars, 98 shifts during the month, in which they excavated 58,300 cubic yards, an average of about 595 yards per shift. There were also 1,600 yards moved by team force, making the total output 59,900 cubic yards.

Section A shows considerable improvement over the preceding month, and arrangements have been made for installing another steam shovel and incline. The total output for the month was 89,000 cubic yards, of which 3,600 yards were handled by teams and shovellers, and the remaining 85,400 yards as follows:

Steam Shovel.	Number Shifts.	Cubic Yards.	Average per shift.	Method of Handling.
No. 45	41	14,600	356	Steam Hoist.
No. 59	31	20,300	655	Steam Hoist.
No. 61	31	4,000	129	Steam Hoist.
Dredge	18½	3,200	173	Deposited in revetment.
No. 1	44	23,500	534	Gould's Conveyor.
No. 2	40½	19,800	489	Gould's Conveyor.
Total,	206	85,400	415	

Section 1 has an estimate of 73,900 cubic yards of excavation and 5,160 cubic yards of retaining wall masonry; 43,800 cubic yards of the material excavated was glacial drift, of which 7,700 yards were removed by manual labor and the remaining 36,100 yards by three steam shovels in 69½ shifts—an average of 520 yards per shift. The solid rock excavation amounted to 30,100 yards, 2,900 yards of which were taken out by quarry forces and the remaining 27,200 yards by two Brown cantilevers in 71 shifts, an average of 383 yards per shift.

The 5,160 cubic yards of masonry were laid by four setting derricks in 82½ shifts, an average of 62½ cubic yards per shift. Six quarry derricks were also employed.

Section 2 excavated 25,100 cubic yards of solid rock, and laid 10,270 cubic yards of retaining wall masonry; 10,100 yards of the solid rock were taken out by the quarry forces, and the remaining 15,000 yards by three cableways in 109 shifts, averaging 140 yards per shift.

The 10,270 yards of masonry were laid by eight setting derricks in 174 shifts, an average of 59 yards per shift. Eight derricks are also engaged in quarrying rock for the masonry.

Section 3 is practically completed.

Section 4 took out 17,100 cubic yards of solid rock, all but 2,300 yards of which was done by quarry forces, and laid 18,000 cubic yards of retaining wall masonry. The masonry was laid by eleven setting derricks in 263 shifts, an average of about 68 yards each per shift. Thirteen quarry derricks are also employed in getting out stone for masonry.

Section 5 has nearly completed the glacial drift excavation, of which there is considerably less than indicated by the approximate estimates. The output of the month was 16,000 cubic yards of glacial drift, 21,300 cubic yards of solid rock, and 4,950 cubic yards of retaining wall masonry.

Section 6 has an estimate of 5,000 cubic yards of solid rock, which practically finishes the excavation.

Sections 7 to 14, inclusive—Excavation completed.

Excavation for the retaining walls on *Section 14* is progressing, and preparation made for the masonry work.

Section 15 returns an estimate of 18,180 cubic yards of solid rock excavation, and 7,550 cubic yards of concrete masonry.

Regulating Works are continuing to progress in a satisfactory manner.

Respectfully submitted,

(Signed)

U. W. WESTON,

Supt. of Construction."

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS	Done, as Per Vouchers, to June 30th		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.	\$802,896		
N	Hayes Bros. et al.	202,286		
M	The Heidenreich Co.	729,979		
L	The Heidenreich Co.	1,093,950		
K	Christie & Lowe	1,120,420		
I	Christie & Lowe	1,146,059		
H	Gahan & Byrne	750,630		
G	Gahan & Byrne	1,100,040		
F	Weir, McKechney & Co.	795,585		
E	Angus & Gindele	1,125,978		
D	E. D. Smith & Co.	1,838,000		
C	Western Dredging and Improvement Company	1,536,963		
B	Heldmaier & Nen.	1,400,114		
A	Heldmaier & Nen.	1,559,775	674	
1	Griffiths & McDermott	1,051,066	268,200	13,670
2	McArthur Bros.	716,800	416,200	23,630
3	Gilman & Co.	424,610	756,900	13,820
4	McArthur Bros.	1,094,800	196,800	29,970
5	Qualey Construction Company	886,900	223,000	38,630
6	Mason, Hoge & Co.	681,100	540,500	28,500
7	Mason, Hoge & Co.	181,300	886,000	5,800
8	Mason, Hoge, King & Co.	49,600	1,189,200	2,874.9
9	Halvorson, Richards & Co.	76,691	1,003,200	
10	E. D. Smith & Co.	31,743	1,141,191	
11	Mason, Hoge & Co.	44,032	989,050	
12	Mason, Hoge & Co.	44,030	997,417	9,286.44
13	Mason, Hoge & Co.	33,810	1,033,365	10,838
14	{ Smith & Eastman.	376,100	1,016,200	
	{ Campbell & Dennis.		3,400	
15	{ Wright, Meysenburg, Sinclair & Carry	32,100	504,490	13,020
	{ Christie & Lowe		600	
	Totals	20,918,357	11,116,387	190,439.34

	Cubic Yards
Main Channel, glacial drift	120,918 357
Main Channel, solid rock	11,116,387
River Diversion, glacial drift	1,154,290
River Diversion, solid rock	226,553
Retaining wall	190,439.34

Total estimated value of regular contracts	\$18,564,308 20
Total value of work done to June 30, 1896, inclusive, as per vouchers	15,636,590 82

Total value of work remaining to be vouchered \$ 2,927,717 38

REGULAR CONTRACTS JUNE 30, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.			
Inclusive.		Estimated Remaining to be Done.				Work Done in June, 1896, as per Vouchers.	Total Work Done to June 30, 1896, Inclusive as per Vouchers.	Estimated Work Remaining to be Vouchered.	
RIVER DIVERSION.		MAIN CHANNEL.							
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.					
		\$845,849			46.49	\$ 8,855 21	\$ 167,458 51	\$ 177,266 44	
		911,557			18.16	5,601 65	46,525 78	209,658 11	
		3,283			99.55	505 39	156,452 44	712 47	
		7,931			99.30		215,508 15	1,562 41	
		35,533			96.93		280,105 00	8,883 25	
		3,517			99.69	1,345 00	286,514 75	879 25	
		326,468			69.69	15,439 89	217,682 70	94,675 72	
		263,702			80.66	10,363 08	308,011 20	73,826 56	
158,234		293,674	16,724		71.93	12,488 24	243,281 30	101,685 43	
95,718		689,720	78,765		59.47	15,721 83	332,682 33	241,359 90	
		38,474	137,694		91.25	7,958 48	485,921 25	137,538 51	
162,597		350,418			81.43	12,102 50	399,382 50	85,501 00	
212,486		176,714			88.79	16,173 00	435,402 00	47,712 78	
128,425		1,016,733	3,514		60.47	27,256 25	*517,550 45	314,185 69	
5,876		204,708	295,341	40,525	72.51	57,834 20	688,396 06	441,615 03	
29,516		20,806	48,807	11,464	94.21	56,025 00	776,500 98	89,572 60	
			1,000		99.92		836,680 70	760 00	
		5,200	43,875	55,030	96.34	74,755 00	788,096 54	230,253 00	
		161,084	58,870	33,251	83.46	36,703 00	554,419 50	197,915 00	
		2,300	18,542		98.32	3,675 00	704,201 50	14,710 53	
117,100		421	14,274		98.64		774,261 42	10,674 97	
97,917	43,000		21,846		98.15		961,278 70	18,346 09	
57,902	96,900		569		99.95		814,984 61	443 28	
40,741	16,894		699		99.94		975,087 60	559 20	
30,313	58,276		661		99.94		807,983 27	547 44	
5,756	11,483		600		99.94		839,793 54	475 50	
11,739			300		99.97		819,163 94	224 25	
		4,065	225		99.69		850,982 00	1,140 13	
			5,000	23,500		2,412 00	2,412 00	78,470 00	
		3,900	135,210	24,380	79.41	36,396 20	348,016 10	163,406 90	
						1,854 00	1,854 00	183,146 00	
154,260	226,553	5,366,627	882,516	188,150	83.68	\$403,464 92	\$15,636,590 82	\$2,927,717 38	

Total value of regular contract work done to June 30, 1896, inclusive, as per vouchers.. *\$15,636,590 82

Total value of collateral contract work done to June 30, 1896, inclusive, as per vouchers +681,619 01

Total value of all construction work done to June 30, 1896, incl., as per vouchers... \$16,318,209 83

Reserved percentages, regular contracts..... \$1,953,480 38

Current estimates, regular contracts..... 174,117 96

Reserved and current collateral contracts..... 5,790 23

2,133,388 57

Total paid for construction work to June 30, 1896, inclusive..... \$14,184,821 26

*Overhaul to Section 1 not included.

†Overhaul to Section 1 included.

‡Including 97,100 cubic yards Collateral Channel.

§Including 34,909 cubic yards Collateral Channel.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF JUNE, 1896.

CLASSIFICATION.	Eng. Expenses.		Construction.		Total for Month.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses.	Construction.	Eng. Expenses.	Construction.
Preliminary Sundries.....							\$20,633 75	
Locating Route, Main Channel.....							32,222 94	
Borings and Test Pits.....							17,461 50	
Maps, Plans, etc., for General Use of Sanitary District.....	\$ 316 30	\$ 17 65			\$ 333 95		43,315 56	
Chicago River Survey.....	908 20	24 18			932 38		48,504 38	
Right of Way.....	323 55	53 30			376 85		22,076 46	
Flood Measurements.....	125 00	50 30			175 30		22,391 10	
Disposal Works at Lockport.....	334 25	24 35	\$ 1,622 25		358 60	\$ 1,622 25	27,446 37	1,622 25
Regular Construction.....	11,983 00	222 95	351,409 57	\$ 372 44	12,205 95	351,409 57	405,694 50	13,701,242 78
Extra Work—Main Channel.....								13,827 95
Levees, Trestles, Embankments, etc.....							9,723 42	333,574 23
Spillway.....							1,013 75	201,983 23
Tow Path.....							1,754 91	20,518 41
Western Stone Company's Bridge over Desplaines River, Sec. 10.....							5,246 04	
Stephens Street Bridge over Desplaines River, Sec. 8.....							1,157 05	19,029 05
A., T. & S. Fe R. R. Co.'s Bridge over Desplaines River, Sec. 8.....							22,320 89	
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. 8.....	187 80	3 94			191 74		770 72	18,738 80
Mt. Forest Foot Bridge over I. & M. Canal, Sec. A.....							191 74	
A., T. & S. Fe R. R. Co.'s Bridge over Desplaines River, Sec. F.....	187 80	3 94			191 74		32 17	
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. G.....	187 80	3 95			191 75		191 75	
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. N.....	187 80	3 95			191 75		191 75	
Western Ave. Fem. Bridge and Roadway over Main Channel, Sec. O.....			1,120 14			1,120 14	152 97	2,455 63
Southwest Boulevard Bridge over Main Channel, Sec. O.....	400 00				400 00		400 00	3,984 54
Pan Handle R. R. Co.'s Bridge over Main Channel, Sec. O.....	110 00	3 42			113 42		1,766 70	
Elgin, Joliet & E. R. Co.'s Bridge over Desplaines River, East of Joliet.....	323 34				323 34		323 34	
Repairing and Moving Bridges.....							1,050 13	7,756 19
Office Building at Sag.....							2,339 43	
Saving of Building Sand.....								781 63
Mortar, Sand and Cement Tests.....	995 00	112 64			1,107 64		13,319 46	
Saving of Dimension Stone.....								11,226 00
Erosion Test.....							1,496 75	
Temporary Sanitary Relief.....							237 60	
Photographs of Works.....	125 00	15 46			140 46		4,874 64	
Public Reports.....		1 50			1 50		1,139 64	
Measurement of Main Channel.....							5,283 82	
Effect of Main Channel Water on Lake Levels.....							1,798 38	
General Account.....							71,947 23	
Pumping Plant.....	641 00	08 62			709 62		709 62	
Totals.....	\$17,335 84	\$620 15	\$353,031 82	\$2,667 56	\$17,955 99	\$355,039 38	\$863,086 06	\$14,360,072 60

REPORT ON "CLAIM OF BELT RAILWAY COMPANY FOR REPAIRS TO TRACKS."

Mr. Braden, on behalf of the Committee on Judiciary, presented a report with reference to and accompanied by claim of the Belt Railway Company of Chicago, presented and referred to the Committee at the meeting held July 1, 1896, (page 3395 of the Proceedings), the report being also accompanied by reports from the Chief Engineer and Attorney, to whom the matter was referred by the Committee for a report, and recommending that said claim be not allowed, and that the Clerk be directed to notify the railway company to that effect; and the report was read.

Mr. Braden, seconded by Mr. Smyth, moved that the Committee report be adopted, printed, with enclosures filed, the recommendations made therein concurred in, and that the Clerk be directed to notify said railway company that the claim was not allowed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 20, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary, to whom was referred the claim of the Belt Railway Company of Chicago for three hundred fifty-four and seventy-two-hundredths (354.72) dollars for labor and material in repairing railroad track, at your meeting of July 1, 1896 (page 3395 of Proceedings), would respectfully report that they have carefully considered the said claim and the facts as furnished by the Engineering Department and are of opinion that the claim is not a legal liability of the Sanitary District of Chicago, and your Committee therefore recommend that said claim be not allowed and that the Clerk be directed to notify said Railway Company of your decision.

Returned herewith is said claim for filing.

Very respectfully,

(Signed) ALEX. J. JONES,

JOS. C. BRADEN,

Committee on Judiciary."

(Three enclosures.)

REPORT ON "PETITION OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY FOR REFUND OF TAXES PAID UNDER A DOUBLE ASSESSMENT."

Mr. Wenter, Chairman, presented a report from the Committee on Finance with reference to, and accompanied by petition of the Chicago, Madison and Northern Railroad Company for refund of certain taxes, presented and referred to that Committee at the meeting held July 8, 1896 (page 3430 of the Proceedings), the report recommending that a warrant be drawn for the sum of ninety-one dollars to the order of said railroad company in full of all claims arising on any alleged payment; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, printed, with enclosure filed, the recommendations made therein concurred in, and that the Clerk be authorized to draw a warrant in settlement of said claim as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 21, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance, to whom was referred the petition of the Chicago, Madison and Northern Railroad Company asking that certain taxes, amounting in the aggregate to \$91.00, by reason of a double assessment for the years 1892 and 1893, upon certain property of said Railroad Company (page 3430 of Proceedings), would respectfully report that they have considered said petition and the evidence submitted therewith, and they are of opinion that the prayer of the petition should be granted, and your Committee accordingly recommend that a warrant be drawn for the payment of the sum of \$91.00 to the order of the Chicago, Madison and Northern Railroad Company as a refund of taxes paid under a double assessment in full of all claims arising upon any alleged payment of taxes.

Respectfully submitted,

(Signed)

FRANK WENTER,

Chairman.

Z. R. CARTER,

Committee on Finance."

(One enclosure.)

REPORT ON "STOPPAGE OF USE OF EXPLOSIVES IN PREPARING FOUNDATIONS FOR RETAINING WALLS ON SECTION 15."

Mr. Boldenweck, Chairman, presented a report for the Joint Committee on Engineering and Finance, with reference to, and accompanied by, a report from the Chief Engineer, concerning the stoppage of the use of explosives in preparing foundations for retaining walls on Section 15, the committee report, recommending that the decision of the Chief Engineer, as set forth in his report, be accepted as deciding the matter in question, and that his request for authority for payment of vouchers for excess of cost be granted; and the report was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the committee report be adopted, printed, with enclosure filed, the recommendations made therein concurred in, and the payment of vouchers for excess of cost authorized as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—None.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 20, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the report of Isham Randolph, Chief Engineer, with reference to the stoppage of the use of explosives in preparing the foundations for retaining walls on Section 15, and the allowance to contractors of an extra thereon of the cost of the work with 10 per cent added (page 3428 of Proceedings), would respectfully report to your Honorable Body that the decision of the Engineer, as contained in said report, is upon a question arising upon the contract on Section 15, wherein the Chief Engineer is constituted the arbiter of such question, and your Committee therefore recommend that the decision of the Chief Engineer, as contained in his said report, be accepted as deciding the matter in question, and that his request for authority for the payment of vouchers for excess

of cost in accordance with his ruling be granted.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
T. H. SMYTH,
J. C. BRADEN,
THOMAS KELLY,

Joint Committee on Engineering and Finance."

(One enclosure.)

REPORT ON "PAYMENT FOR CONSTRUCTION OF DAM AND EXTENSION OF CERTAIN TRACK TO PUMPING WORKS ON SECTION 14."

Mr. Boldenweck, Chairman, presented a report from the Committee on Engineering and Finance with reference to and accompanied by bill from Wright, Meysenburg, Sinclair & Carry for material and labor furnished in building a dam at the south end of Section 14, and also a bill from the same parties for extending the Smith & Eastman track to the site of the pumping works of the District on Section 14, presented and referred to the Committee at the meeting held July 8, 1896 (page 3427 of the Proceedings), the report recommending that both bills be allowed and ordered paid; and the report was read.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be adopted, printed, with enclosures filed, and the recommendations made therein concurred in.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

CHICAGO, July 20, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the report of the Chief Engineer acknowledging a bill of Messrs. Wright, Meysenberg, Sinclair and Carry for material and labor furnished to build

a dam at the south end of Section 14, and also a bill from the same parties for extending the railroad track on said section to the site of the pumping works (page 3427 of Proceedings), would respectfully report to your Honorable Body that they have carefully examined the said bills and find that the items thereof were necessarily incurred for corporate purposes of the District and the same should be allowed for the sums of \$618.79 and \$37.23, respectively, for the total of \$766.07, and your Committee accordingly recommend that the same be allowed and ordered paid.

Returned herewith are the report of the Chief Engineer and said bills for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
T. A. SMYTH,
JOS. C. BRADEN,

Joint Committee on Engineering and Finance.

(Three enclosures.)

NOTICE OF CLAIM OF "ÆTNA POWDER COMPANY" FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F.

The Clerk presented a communication from the "Ætna Powder Company," by W. B. Lewis, Vice President, with reference to their claim against Messrs. Weir, McKechney & Co., contractors on Section F, for material furnished, amounting to two thousand six hundred thirty-three and seventy-seven one-hundredth dollars.

On motion of Mr. Boldenweck, seconded by Mr. Wenter, by unanimous consent, the communication was referred to the Committee on Judiciary.

APPROPRIATION ORDINANCE.

Mr. Wenter, Chairman, on behalf of the Committee on Finance, presented an ordinance appropriating funds of the District for the general corporate purposes of the District, and the ordinance was read.

Mr. Wenter, seconded by Mr. Carter, moved the passage of the ordinance.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter,

Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried, and the ordinance passed.

The following is

THE ORDINANCE:

"Be it Ordained by the Board of Trustees of the Sanitary District of Chicago:

SECTION 1. That there is hereby appropriated out of the funds of this District the sum of five million, one hundred and fifty-eight thousand and fifty-five and eleven one-hundredths (5,158,055.11) dollars for the corporate purposes of this District.

SECTION 2. This ordinance shall be in force from and after its passage."

ADJOURNMENT TO SPECIAL TIME.

Mr. Wenter, seconded by Mr. Smyth, moved that when this Board adjourns, it do adjourn to meet Wednesday, July 29, 1896, at 1:30 o'clock P. M. sharp.

The motion prevailed unanimously, and it was so ordered.

ADVERTISEMENT, SPECIFICATIONS, BOND AND PROPOSALS FOR CONSTRUCTING FOUNDATIONS FOR BEAR TRAP DAM AND COLLATERAL WORK AT CONTROLLING WORKS ON SECTION 15.

The Clerk presented a report from the Chief Engineer, transmitting form of advertisement, specifications, bond and proposals for the construction of the Foundations of the Bear Trap Dam and Collateral Work at the Controlling Works on Section 15; and the report was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report and accompanying form of advertisement, specifications, bond and proposals, as submitted, be adopted, ordered printed and placed on file, and that the President and Clerk be directed to advertise for proposals for the construction for said Foundations according to said form and in compliance with the law.

During the discussion which followed the President called Mr. Carter to the chair.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six. Nays—Mr. Braden—one.

Upon which result the Temporary Chairman declared the motion carried.

President Eckhart then resumed the chair.

The following is

THE REPORT:

"CHICAGO, July 22, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I transmit herewith a form of advertisement, accompanied by specifications, for the construction of the Foundations of the Bear Trap Dam and Collateral Work, as a part of the Controlling Works on Section 15.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

(Accompanied by advertisement, specifications, etc.)

The following is the

ADVERTISEMENT:

"SANITARY DISTRICT OF CHICAGO.

To Contractors—Sealed bids addressed to the Board of Trustees of the Sanitary District of Chicago, and indorsed:

'Bids for constructing Foundations for Bear Trap Dam and Collateral Work' will be received by the Clerk of said Sanitary District at Room H, Rialto Building, Chicago, Illinois, until 12 M. (Standard Time) of Wednesday, September Twenty-third (23), 1896, and will be publicly opened by the said Board of Trustees at the regular meeting held that day, or at a special meeting called for that purpose.

The work for which the said tenders are invited is the furnishing, delivering and erecting in place ready for continuous use, the various parts of the Foundations for Bear Trap Dam and Collateral Work, described and specified in the detailed specifications furnished by the Chief Engineer.

Each bid must be accompanied by a certified check or cash to the amount of \$3,000.

All certified checks must be drawn on some responsible bank doing business in the City of Chicago, and be made payable to the order of the Clerk of the Sanitary District of Chicago. Said amount of \$3,000 will be held by the Sanitary District until all of said bids have been canvassed and

the contract awarded and signed, the return of said check or cash being conditioned upon any bidder to whom the award of said work may be made, appearing within ten days after notice of such award being given, with bondsmen, and executing a contract with the Sanitary District for the work so awarded, and giving a bond satisfactory to the said Board of Trustees, for the fulfillment of the same in the amount of \$15,000.

All bids must be made upon blank forms furnished by the Sanitary District, and must give the price for each separate class of work or material called for by the specifications.

The bids will be compared on the basis of the aggregate of the lump sum bids, and of the prices per cubic yard for all other work. The quantities of such work to be done being estimated inside of lines on the plans marked "estimate line."

No bid will be considered unless the party making it shall furnish evidence satisfactory to the Board of Trustees of his experience and ability in this class of work, and that he can control sufficient capital to enable him successfully to prosecute same in case the contract therefor shall be awarded him.

Bidders are required to state in their bids their individual names and places of residence in full.

Specifications and plans may be seen at the office of the Chief Engineer, Room 522, Rialto Building, Chicago, Illinois.

The said Board of Trustees reserves the right to reject any and all bids.

THE SANITARY DISTRICT OF CHICAGO,

By B. A. ECKHART,

Attest: *President.*

JAMES REDDICK,
Clerk.

CHICAGO, July 22, 1896."

The following are

THE CONTRACT AND SPECIFICATIONS:

"SANITARY DISTRICT OF CHICAGO.

Contract and Specifications for the Foundations of Bear Trap Dam and Collateral Work near Lockport, Ill.

This Agreement, Made and entered into this.....day of.....

A. D. 1898, by and between the Sanitary District of Chicago of the first part, and

 of.....
 in
 of the second part.

A—

WITNESSETH: That the said party of the second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with the said party of the first part, for the consideration of the payments to be made as provided herein, to the said party of the second part, by the said party of the first part, and under a penalty as expressed in a bond bearing even date herewith, at his own proper cost and expense to do all the work, and to furnish all material, tools, explosives, labor and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to the complete doing of the work known and distinguished by the specifications herein contained, and the plans accompanying them, as the construction of the Foundations of Bear Trap Dam and Collateral Work, which by the terms of this contract are included in the same.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and his properly authorized agents, by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all work shall be accepted or condemned. The said Chief Engineer and his properly authorized agents shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto relative to the execution thereof, and his decision shall be final and binding upon both parties.

C—

Whenever the words "Sanitary District"

are used in this contract, they shall be understood to mean the Sanitary District of Chicago, as represented by the Board of Trustees of the Sanitary District or their duly authorized and accredited agents.

Wherever the words "Chief Engineer" or "Engineer" are used herein they shall be understood to mean the Chief Engineer of the Sanitary District of Chicago or his properly authorized agents, limited by the particular duties intrusted to them.

Wherever the word "contractor" is used herein, it shall be understood to mean the person or persons, copartnership or corporation entering into the contract as party of the second part.

The drawings, sheets No. 1 to 9, inclusive, with the dimensions and specifications written on them, shall be a part of this contract.

SPECIFICATIONS FOR FOUNDATIONS FOR BEAR TRAP DAM AND COLLATERAL WORK.

The work to be done shall consist of the furnishing, delivering and erecting in place, ready for continuous use, the various parts of the Foundations for Bear Trap Dam and Collateral Work hereinafter described and specified.

Said Foundations for Bear Trap Dam and Collateral Work shall consist of masonry, metal and timber, as hereinafter described.

Said works shall be located at the west line of the Main Channel of the Sanitary District of Chicago, on the property of the Sanitary District, and between Stations 1510 and 1520, in Section 15 of the Main Channel, near Lockport, Will County, Illinois. The exact location in plan is shown and described on Plan 1.

The work to be done under these specifications shall be, in general, made up of several parts as follows:

[I.] Excavation.

[II.] Masonry.

[III.] Metal Work.

[IV.] Timber Work.

[1.] EXCAVATION.

The boundaries of the excavation shall be determined by the Engineer at the time the work is done, and shall be of such extent as to develop suitable foundations and spaces on and in

which there may be constructed the structures shown on the accompanying Plans No. 1 to No. 9, and described herein. All material excavated shall be removed and deposited upon the area marked "spoil bank," on Plan No. 1. All material excavated shall be classed as "excavation" without regard to its physical nature, which the bidder may determine in his own way at the site of the work. The removal of all water necessary to the doing of the work shall be done by the contractor at his own cost, except that the Sanitary District shall not permit the water in its Main Channel to rise above an elevation —23.00 C. D. The contractor may defend his work against water below this level by means of a levee, the material in which he must eventually remove to the area marked "spoil bank" on Plan No. 1.

The use of explosives in doing the work will not be permitted except by consent of the Engineer.

[II.] MASONRY.

The masonry shall consist of the following items:

- [1.] Abutments for Bear Trap.
- [2.] Foundations for Bear Trap between abutments.
- [3.] Walls in sluice gate openings.
- [4.] Closing openings.
- [5.] Setting metal and timber work in masonry.
- [6.] Back filling.

[1.] The dimensions of the south abutment shall be as shown on Plans Nos. 2 and 3. It shall be constructed of natural cement mortar and concrete and Portland cement mortar, except as hereinafter provided. All exterior surfaces shall be made of Portland cement mortar, as nearly as practicable three (3) inches thick. The surfaces of all well holes, or other cavities within the structure, shall be of natural cement mortar, as near as practicable three (3) inches thick, which shall be so manipulated that the surfaces shall be as smooth and true to dimensions as may be made by the use of mortar. Where the Portland or natural cement mortar joins the natural cement concrete, the two materials shall be placed before either has taken an initial set, and they shall be so manipulated by the use of rammers or forks, or in such

other manner as the Engineer may direct, in order that the one material shall blend with the other, rather than that a definite surface of demarkation shall have existence. The work shall be executed in horizontal layers four (4) inches thick, as nearly as practicable, and shall be kept thoroughly wet during the time of construction. The finished work shall be water tight.

The north abutment shall be arranged as shown on Plan No. 2, and in its similar parts shall have the same dimensions and be constructed in the same way as the south abutment.

[2.] The foundations for the bear trap between abutments shall have the dimensions and arrangement shown on Plan No. 2. They shall be made of natural cement concrete, except that the exposed top surfaces shall be of Portland cement mortar, three (3) inches thick. They shall be constructed in the same way as the abutments.

[3.] There shall be walls constructed between the piers of the eight (8) sluice gate openings, shown on Plan No. 1, counting south from the north abutment. They shall be located as shown on Plan No. 1. They shall have a cross-section as shown on Plan No. 1. Exposed faces shall be of Portland cement mortar three (3) inches thick, and the rest of the wall of natural cement concrete. They shall be constructed in the same way as the abutments of bear trap.

[4.] The walls already constructed at the sides of the Main Channel at the north of the sluice gates, and at the east of south abutment of bear trap shall be joined to the abutments of sluice gate and bear trap as shown on Plan No. 1. The joining walls shall be constructed in same manner as the walls between piers for sluice gates, except that the backs of the walls shall not have Portland cement mortar faces.

[5.] All metal and timber work which, as shown by the plans accompanying, is to be set in the masonry shall be placed as the work progresses and be builded in place, proper care being taken that there shall be continuous mortar contact with the metal and timber, and that, when the work is done, all the material shall be in true and proper place. Should any materials prove not to be in proper place when work is finished, then the contractor

shall remedy the error at his own cost, in such manner as the Engineer shall direct, and to the end that the work shall be brought to its proper position in satisfactory and suitable manner. Where required, the junction of metal or timber with masonry shall be made of Portland cement mortar, placed in such manner as the Engineer may direct, the minimum thickness of the mortar at any point to be not less than three (3) inches.

[6.] The space back of the walls "closing openings," except between sluice gate piers, shall be filled with loose rock as indicated on Plan No. 1. Similarly, the spaces between sluice gates and bear trap shall be filled as indicated on Plan No. 1. The spaces indicated in Plan No. 3, under boiler room, shall be filled with rock which shall be thoroughly rammed and compacted so as not to settle after the superincumbent floor is laid thereon.

[III.] METAL WORK.

The Metal Work shall consist of the following items:

- [1.] Details under bear trap dam.
- [2.] Supports for rollers under front leaf of bear trap dam.
- [3.] Setting shrouds for bear trap.
- [4.] Gates.
- [5.] Pipes and specials.
- [6.] Small valves.
- [7.] Trombone valve.
- [8.] Wier tube.

Unless otherwise specified, all materials and work mentioned in these specifications shall be furnished, delivered and placed complete in every detail by the contractor at his own cost and in a manner to be approved by the Chief Engineer of the Sanitary District.

The plans under which the contract for the bear trap dam is being executed may be seen at the office of the Engineer, 522 Rialto building, Chicago, Illinois.

[1.] *Details Under Bear Trap Dam*—These shall be as follows:

(a) There shall be cast iron chairs to carry the hinges of down stream end of down stream leaf of bear trap dam. The chairs shall be made as shown on Plan No. 5, both as to dimensions and number.

After being lined up and adjusted in place, as indicated on Plan No. 2, in a manner approved by the Engineer, the interior of these chairs shall be rammed full of the specified natural cement mortar, care being taken that the mortar shall extend completely under all parts.

(b) There shall be shrouds at down stream hinges of bear trap dam of dimensions and number as shown on Plan No. 2.

(c) There shall be holding down bolts for cast iron chairs with number, dimensions, details and position shown on Plans Nos. 2 and 5. All bolts with fox tail wedges shall be tested in place with a direct pull of 10 000 pounds. Any bolts failing of approval shall be replaced by the contractor at his own expense.

(d) Anchor rods for holding down chains of bear trap dam shall be placed by the contractor as shown on Plan No. 2, and on plans of bear trap dam in the office of the Engineer, in a manner approved by the Engineer. These rods to be furnished by the Sanitary District, but the steel channel anchor details shall be furnished by the contractor, said details being shown on Plan No. 5.

[2] *Supports for Rollers Under Front Leaf of Bear Trap Dam*—These shall be as follows:

(a) Frames with leveling screws and details as shown on Plans Nos. 2 and 7, set in exact position.

(b) Z-bar scantling free from bends and wind fastened to frames.

(c) Placing of track bars as shown on Plan No. 7. Track bars and track bolts to be furnished by the Sanitary District.

(d) Track bars, one at each frame, to be first adjusted by bolts and wedges with faces of track bars in a true plane. After test by Engineer the frames to be bedded in the specified cement mortar and concrete.

The joints between the track bars and Z. bars shall then be filled full of melted lead in manner approved by the Engineer. The intermediate track bars may then be lined in between those already set, using true straight edges and setting with melted lead as before. After all the track bars are set, each track bolt shall be screwed up hard and the whole system of track bars tested for true plane by the Engineer.

(e) The sheathing plates to be free from kinks and bolted in place as shown on Plan No. 7. The required curve to be put into plates by screw bolts passing through iron thimbles made to fit the places where used.

(f) After final inspection and approval by Engineer, the specified concrete and mortar backing shall be placed.

[3] *Setting Shrouds for Bear Trap*—As follows:

(a) An upper and lower shroud built in place in abutment at each end of the up stream leaf of Bear Trap Dam, as shown on Plans Nos. 2 and 3.

(b) These shrouds will be furnished by the Sanitary District and shall be placed by the contractor at his own cost, as directed by the Engineer.

[4] *Gates*—These shall be as follows:

(a) Nine (9) Z-bar gate frames, as shown on Plan No. 4, to be built into masonry conduits, as shown on Plans Nos. 2 and 3. These gate frames shall be perfectly bedded in at least three (3) inches of the specified Portland cement mortar so as to be water tight.

(b) Eight (8) white oak gates, details and dimensions as shown on Plans Nos. 3 and 6. The up-set rods used in these gates shall be rivet steel and shall be up-set—not welded. The timber used shall be water soaked into final size when fitted in place.

(c) The operating gear shall be as shown on Plans Nos. 3, 6 and 8, and after lining up in place shall be built into concrete masonry with at least three (3) inches of the specified Portland cement mortar about all parts in masonry.

(d) The Z-bar seats of the hydraulic cylinder and the crosshead guides shall be as free from bends, kinks and wind as possible when assembled, and shall be bedded in a planer without strain and planed to a finish with one setting. To be fitted with steady-pins, and adjacent parts heavily marked with figures at least $\frac{1}{4}$ -inch diameter by steel dies.

(e) The bearings of hydraulic cylinders to be planed and all parts accurately lined. When dimensions are same, all similar parts to be made duplicate and interchangeable by approved shop methods.

(f) The 8x10 gate frame to be fitted with ten (10) inch timber. The three deep

gates taking water from canal side to have six (6) inch timber breasts up to elevation + 5.

(g) The two 4x4 gates, connecting with canal, to be fitted with screens and Z-bar guides, as shown on Plans Nos. 3 and 8.

[5.] *Pipes and Specials*—These shall be as follows:

(a) A 24-inch cast iron water pipe line with leaded and calked joints between two counter-weight pits, as shown on Plans Nos. 2 and 3.

(b) Two 24-inch cast iron specials at bottom of counter-weight pits, with faced flanges drilled to template, as shown on Plans Nos. 3 and 5.

(c) Two 24-inch cast iron specials into weir tube pits, with faced flange drilled to template, as shown on Plans Nos. 3 and 5.

(d) One 24-inch cast iron water pipe line with leaded and calked joints and special end flange faced and drilled to template, as shown on Plans Nos. 3 and 5.

(e) One 24-inch special between outside well and sub-tail race, with flanged ends, one flange faced and drilled to template, as shown on Plans Nos. 3 and 5.

(f) Two 16-inch cast iron water pipes with special faced flanges drilled to template of special 16-inch Chapman outside screw light water gate valve, as shown on Plans Nos. 3 and 5.

(g) All the above specials and all the 24-inch pipe lines and all the 16-inch pipes shall be perfectly bedded in at least three (3) inches of the specified Portland cement mortar, in building same into specified concrete masonry.

(h) A cast iron curb pipe on outside trombone well, faced on upper flange to carry operating gear of valves below, as shown on Plans Nos. 2, 3 and 5.

[6.] *Small Valves*. These shall be as follows:

(a) Six 24-inch disk valves fitted with rods, crossheads and Z-bar guides, as shown on Plans Nos. 2, 3, 5 and 8.

(b) Two special 16-inch Chapman outside screw light water gate valves fitted with rods, crossheads and Z-bar guides, as shown on Plans Nos. 2, 3, 5 and 8.

(c) All of above eight valves properly packed to specials, and fitted with yokes, double acting screws and hand

wheels at upper level, as shown on Plans Nos. 2, 3, 5 and 8.

[7.] *Trombone Valves.* These shall be as follows:

Two (2) trombone valves, as shown on Plans Nos. 2, 3, 5 and 9.

[8.] *Weir Tube.* These shall be as follows:

(a) Two (2) cast iron ring curbs and two (2) steel plate curbs with connections, as shown on Plans Nos. 2, 3 and 5.

(b) Two (2) steel plate tubes with steel castings and other details, as shown on Plans Nos. 2, 3, 5 and 9.

[IV.] TIMBER.

The timber work shall be white oak, water soaked to true dimensions. It shall have the dimensions and location shown on the plans, the general description thereof being as follows:

(a) Twelve (12) inch floor in bottom of counter weight pits, as shown on Plan No. 3.

(b) Six (6) inch floor in bottom of Weir tube counter weight pits, as shown on Plan No. 3.

(c) Timber in gates as shown on Plan No. 6.

(d) Timber to fill 8x10 gate frame (No. 4), as shown on Plan No. 3.

(e) Timber to fill slots to elevation +5.00, in front of operating gear of three gates (two of No. 1 pattern and one of No. 3 pattern), as shown on Plan No. 3.

MATERIALS OF CONSTRUCTION AND CERTAIN SPECIFICATIONS AS TO CONSTRUCTION AND WORKMANSHIP.

The various materials of construction shall be classified under the following general heads:

[a] Wrought iron.

[b] Steel, structural.

[c] Steel castings.

[d] Cast iron.

[e] Bronze.

[f] Chain.

[g] Timber.

[h] Workmanship and details of construction.

[i] Machinery.

[j] Sand.

[k] Broken stone.

[l] Portland and natural cements.

[m] Portland cement mortar.

[n] Natural cement mortar.

[o] Natural cement concrete.

[p] Datum.

[a] SPECIFICATIONS FOR STRUCTURAL IRON.

Character and Finish—All wrought iron must be tough, ductile, fibrous and of uniform quality. Finished bars must be thoroughly welded during the rolling, and be straight, smooth and free from injurious seams, blisters, buckles, cracks or imperfect edges.

Manufacture—No specific process or provision of manufacture will be demanded, provided the material fulfills the requirements of these specifications.

Standard Test Piece—The tensile strength, limit of elasticity and ductility shall be determined from a standard test piece of as near one-half square inch sectional area as possible. The elongation shall be measured on an original length of eight inches.

Elastic Limit—Iron of all grades shall have an elastic limit of not less than 26,000 pounds per square inch.

High Test or Tension Iron—When tested in specimens of uniform sectional area of at least one-half square inch, taken from members which have been rolled to a section of not more than $4\frac{1}{2}$ square inches, the iron shall show a minimum ultimate strength of 50,000 pounds per square inch and a minimum elongation of 18 per cent in 8 inches.

Specimens taken from bars of a larger cross section than $4\frac{1}{2}$ square inches, will be allowed a reduction of 500 pounds for each additional square inch of section down to a minimum of 48,000 pounds, and have an elongation of 15 per cent in 8 inches.

Bending Test—All iron for tension members must bend cold through 90 degrees to a curve whose diameter is not over twice the thickness of the piece, without cracking. At least one sample in three must bend through 180 degrees to this curve, without cracking. When nicked on one side and bent by a blow from a sledge, the fracture must be mostly fibrous.

Angle and Other Shaped Iron—The same sized specimens taken from angle and

other shaped iron shall have a minimum ultimate strength of 48,000 pounds per square inch, and a minimum elongation of 15 per cent in 8 inches.

Specimens from angle and other shaped iron must bend cold through 90 degrees to a curve, whose diameter is not over twice the thickness of the piece, without cracking.

Plates—The same sized specimens, taken from plates 8 inches to 24 inches in width, shall show a minimum ultimate strength of 48,000 pounds per square inch, and a minimum elongation of 15 per cent in 8 inches; plates from 24 inches to 36 inches wide shall show a minimum ultimate strength of 46,000 pounds per square inch, and elongate 10 per cent in 8 inches; plates over 36 inches wide shall have a minimum elongation of 8 per cent in 8 inches.

Samples of plate iron shall stand bending cold through 90 degrees to a curve whose diameter is not over three times its thickness, without cracking. When nicked and bent cold the fracture must be mostly fibrous.

Rivet Iron—Rivet iron shall have the same physical requirements as high test iron, and in addition shall bend cold 180 degrees to a curve whose diameter is equal to the thickness of the rod tested, without sign of fracture on the convex side.

Pin Iron—Specimens taken from pin iron under four inches diameter shall have a minimum ultimate strength of 50,000 pounds per square inch, and elongate 15 per cent in 8 inches. Rounds over 4 inches diameter, having a minimum elongation of 10 per cent in 8 inches will be satisfactory.

Full Size Test—Full size pieces of flat, round or square iron not over $4\frac{1}{2}$ inches in sectional area shall have an ultimate strength of 50,000 pounds per square inch and stretch $12\frac{1}{2}$ per cent in the body of the bar. Bars of a larger sectional area than $4\frac{1}{2}$ square inches will be allowed a reduction of 1,000 pounds per square inch, down to the minimum of 46,000 pounds per square inch, and stretch 10 per cent in the body of the bar.

Variation in Weight—The variation in cross section or weight of rolled material of more than $2\frac{1}{2}$ per cent from that specified, may be cause for rejection.

[b] SPECIFICATIONS FOR STRUCTURAL STEEL.

Test Pieces—The tensile strength limit of elasticity and ductility shall be determined from a standard test piece cut from the finished material and planed or turned parallel; the piece to have as near one-half square inch sectional area as possible, and elongation to be measured on an original length of eight inches; two test pieces to be taken from each heat or blow of finished material, one for tension and one for bending.

Every finished piece of steel shall be stamped on one side near the middle with the blow number identifying the melt, and steel for pins shall have melt number stamped on the ends. Rivet and lacing steel and small pieces for pin plates and stiffeners may be shipped in bundles securely wired together, with the melt number on a metal tag attached.

General—All plates, structural shapes, bars, shafts and metal material not otherwise specified shall have the properties and meet the requirements given in what follows. Any deviation from the limits given by these properties and requirements shall be cause for rejection by the Engineer.

Phosphorus—In all cases the amount of phosphorus contained shall not exceed one-tenth of one per cent (0.10 per cent).

Mild Steel—Specimens from finished material for test, cut to size specified above, shall have an ultimate strength of 60,000 pounds per square inch; a deviation of 4,000 more or less than 60,000 (56,000 to 64,000) will be allowed; minimum elastic limit, one-half the ultimate strength; minimum elongation, 25 per cent in 8 inches; minimum reduction of area at fractures, 45 per cent.

Before or after heating to a cherry red and quenching in water at 82 degrees Fahrenheit, this steel shall bend 180 degrees to a diameter equal to thickness of the piece tested, without sign of fracture.

Any rivet hole for $\frac{3}{4}$ -inch rivet, punched as in ordinary practice (with center not more than $1\frac{1}{4}$ inches from edge of piece), shall stand drifting to a diameter 25 per cent greater than the original hole, without cracking, either in the periphery of the hole or in the extreme edges of the piece, whether edges be sheared or rolled.

Rivet Steel—All rivet steel shall meet the requirements and have the properties given for structural steel, except: The minimum reduction of area shall be 50 per cent; rivets shall bend cold 180 degrees with sides to close contact without sign of fracture, and shall stand the quenching test at a bright yellow heat.

Variation—The variation in cross section or weight of more than $2\frac{1}{2}$ per cent from that specified will be sufficient cause for rejection.

Pin Steel—All pin steel shall meet the requirements and have the properties given for structural steel, except: The minimum elongation shall be 20 per cent; the minimum reduction of area 40 per cent.

Pins, Rollers and Shafts—Up to six inches diameter may be turned out of rolled pin steel. The fixed shaft shall be forged out of pin steel under a steel hammer striking a blow of at least five tons (or in hydraulic forging press). The blooms to be used for pin steel shall have at least three times the sectional area of the finished size.

[c] STEEL CASTINGS.

All steel castings shall have the properties and meet the requirements given in what follows, unless otherwise specified. The amount of phosphorus contained shall not exceed one-tenth of one per cent (0.1 per cent); the ultimate strength shall not be less than 60,000 pounds per square inch; minimum elastic limit, 25,000 pounds; minimum elongation, 15 per cent. All steel castings shall be sound and free from injurious roughness, sponginess, pitting, shrinkage cracks or other cracks, cavities, etc., and shall be thoroughly annealed according to good practice.

[d] CAST IRON.

When not otherwise specified, all castings shall be tough grey iron, sound and free from injurious cold shuts or blow holes, true to pattern and of workmanlike finish. Sample pieces one (1) inch square cast from the same heat of metal in sand moulds shall be capable of sustaining on a clear span of $4\frac{1}{2}$ feet a central load of 500 pounds when tested in the rough bar.

Gearing—Cast iron used in gearing shall have an ultimate tensile strength of not less than 30,000 pounds per square

inch, and of a quality subject to the approval of the Chief Engineer.

Counterbalance Weights—Cast iron used in counterbalance weights may be any cheap scrap or pig, suitable for the purpose.

In every case, castings shall be sound and free from injurious cold shuts or blow holes, true to pattern, and of a workmanlike finish.

[e] BRONZE.

All bronze, whether Tobin, Aluminum or Phosphor Bronze shall meet the following requirements: Ultimate strength in tension shall not be less than sixty thousand (60,000) pounds avordupois per square inch; minimum elastic limit twenty-five thousand (25,000) pounds per square inch; minimum elongation in eight (8) inches fifteen (15) per centum. All metal shall be sound and free from flaws, and shall present surfaces suitable for the purpose for which the metal is to be used.

[f] CHAIN.

Test of Chain—The chain to be made of the best approved chain iron by a competent and responsible chain maker, and shall satisfy the following tests: Minimum breaking strength of $\frac{3}{8}$ -inch chain, 23,800 pounds; minimum proof load of 11,900 pounds, which shall be applied to each length of finished chain without distorting the links of the chain or injurious strain. (See under head of Workmanship and Details of Construction.)

Minimum breaking strength of $\frac{3}{8}$ -inch chain, 7,200 pounds; minimum proof load of 3,600 pounds, which shall be applied to each length of finished chain without injurious strain.

[g] TIMBER.

The timber shall be strictly first-class white oak, sawed true and out of wind, full size, free from wind shakes, large or loose knots, decayed or sap wood, worm holes or other defects impairing its strength or durability. It will be subject to the inspection of the Chief Engineer.

[h] WORKMANSHIP AND DETAILS OF CONSTRUCTION.

General—All workmanship shall be first-class in every particular. All parts shall be free from undue twists and bends. All steel shall be properly annealed.

No metal shall be worked at a heat injurious to that metal. The edges of all sheared plates shall be planed or milled.

Punching—The diameter of the punch shall not exceed by more than 1-16 inch the diameter of the rivets to be used, and all holes must be clean cuts, without torn or ragged edges. Rivet holes must be accurately spaced; the use of drift pins will be allowed only for bringing together the several parts forming a member; they must not be driven with such force as to disturb the metal about the holes; occasional variations may be corrected by reaming. Holes in plates $\frac{5}{8}$ inch or more in thickness shall not be punched, but shall be drilled, unless otherwise specified.

Riveting—Rivets must completely fill the holes, have full heads concentric with the rivets, of a height not less than .6 the diameter of the rivet, and in full contact with the surface, or be countersunk when so required, and machine driven whenever practicable. No loose rivets will be allowed.

Field Riveting and Bolting—All parts to be assembled in the shop, and after adjusting to exact position, the bolt and rivet holes shall be drilled or reamed in position, and pieces marked, so that when taken down and erected in field the parts will easily and surely assemble in exact position, and be securely bolted before any field riveting is done.

Bolts—All bolts, when not otherwise specified, are to be turned to a driving fit in reamed holes, and all nuts and beds faced square with axis of thread and bolt. When bolts are in shear, plate washers shall be used thick enough to keep thread out of bearing, except in very thick plates; or an approved recess nut may be used. All screw threads shall be U. S. standard, unless otherwise specified or directed.

Pins—Shall be turned true to size and straight. The diameter of pin shall be 1-50 inch smaller than the diameter of the pin hole.

Pin and Bolt Holes—When not otherwise specified, all pin and bolt holes shall be bored (not punched) exactly normal to plane of piece, and when required shall be reamed with a standard reamer, after parts are assembled in correct position.

Web Plates—Web plates of all girders shall be arranged so as not to project be-

yond the faces of the flange angles; not to be more than one-sixteenth inch below the face of these angles at any point.

Stiffeners—All stiffeners shall be ground or machined to a tight fit against the flanges at both ends of stiffeners.

Fillers—All fillers shall fill out the full space as far as practicable.

Cement Filler—All inclosed spaces shall be filled solid with some approved material which will exclude water and stand freezing.

Chain—The chain shall be of the quality known as special pitch crane chain made to fit the pocketed chain wheel and run freely over the wheel, under maximum load, after applying to chain the prescribed proof test; this maximum load will not exceed three-quarters of the proof test load.

Chain Wheel—The pocketed chain wheels shall be exact duplicates of accurate and uniform pitch, the contractor to furnish the chain maker a duplicate chain wheel, without cost to the Sanitary District.

Painting—All iron or steel, before leaving the shop shall be cleaned from all loose scales and rust, and be given one good coat of pure linseed oil. All surfaces in contact with each other shall receive one heavy coat of approved paint before assembling, and all finished surfaces shall be coated with white lead and tallow before leaving the shop. Bottoms of bed plates and any parts not accessible for painting after erection, shall have two coats of approved paint at works. After erection, all iron and steel work shall be thoroughly and evenly painted with two coats of paint of quality and color approved by the Chief Engineer.

Inspection—All facilities for inspection of material and workmanship shall be furnished by the contractor to inspectors, and the Chief Engineer and his inspectors shall be allowed free access to any part of the works in which any portion of the material is made.

The contractor shall furnish without charge, such specimens (prepared) of the several kinds of material to be used, as may be required to determine their character.

Final Acceptance—Any material or workmanship which does not satisfy the

requirements of these specifications may be rejected by the Chief Engineer at any time before the final acceptance of the work, and the contractor shall make good all deficiencies at his own cost. The fact that the authorized inspectors have accepted said material or workmanship shall not make the Sanitary District liable for extra cost above that specified in the contract, for replacing same with material or workmanship accepted by the Chief Engineer on final acceptance.

[i] **MACHINERY.**

In General—All material and workmanship shall be first-class in every particular, and all parts shall be made as rigid and durable as practicable by approved shop methods. The journals and bearings shall be made with the least practicable amount of spring and lost motion. Such details as may not be fully developed or shown on the drawings, shall be developed in harmony with the design. So far as practicable, all similar parts shall be made duplicate and interchangeable. All subject to the approval of the Chief Engineer.

Journals and Friction Surfaces—In general all journals and shaft bearings and all other friction surfaces shall be lined with brass or other approved non-corrosive metal, and every precaution used to insure durability and easy working after standing idle, exposed to weather conditions for long periods of time.

Expansion—All materials are designed to expand over a range of 150 degrees Fahrenheit, and proper provisions shall be made for this expansion both in construction and erection.

Oiling Facilities—All moving parts needing lubrication shall be provided with suitable oil holes or other approved devices, subject to approval.

Drawings—The contractor will be expected to verify the correctness of the drawings, and will be required to make, without extra charge, any changes in the work which are necessitated by errors, where such errors could have been discovered by an inspection of the drawings.

The contractor will be expected to make, at his own cost, whatever shop drawings may be required, and as soon as made, shall furnish, free of charge, four (4) copies of each to the Chief Engineer.

Patterns, Etc—Patterns of all special metal castings used in executing this contract shall be the property of the Sanitary District, and shall be delivered to said Sanitary District by the contractor, properly boxed and packed, at the time the contract is completed, and without cost to said Sanitary District.

[j] *Sand*—All sand used to be clean, sharp and free from loam or pebbles in a degree to be approved by the Chief Engineer.

[k] *Broken Stone*—The broken stone shall be of sound and hard limestone, free from dust and dirt, the largest stone being such as will pass through a ring one (1) inch in diameter. The stone shall be "run of the crusher," except that the dust and dirt must be separated.

[l] *Portland and Natural Cements*—The best Portland and natural cements shall be used, brand and quality to be subject to approval by the Chief Engineer, who shall, from time to time, cause such tests to be made as may seem to him proper for determining the quality of the cement which is to be used in the work. The development of tensile strength for Portland cement shall be 400 pounds per square inch after having set seven days, and for natural cement 100 pounds per square inch after having set seven days. All lumpy, dirty or damaged cement shall be rejected; also damaged and short weight packages.

[m] *Portland Cement Mortar*—Portland cement mortar shall be made in the proportion of one hundred (100) pounds avoirdupois of the specified Portland cement to two cubic feet of the specified sand. The mixture shall be made and used in a manner to be approved by the Chief Engineer in order to secure first class workmanship.

[n] *Natural Cement Mortar*—Natural cement mortar shall be made in the proportion of sixty-seven (67) pounds avoirdupois of the specified natural cement to the one (1) cubic foot of the specified sand. This mixture shall be made and used in a manner to be approved by the Chief Engineer in order to secure first class workmanship.

[o] *Natural Cement Concrete*—The natural cement concrete shall consist of two parts by volume of broken stone to one part by volume of the specified natural

cement mortar. The stone and mortar shall be thoroughly incorporated so as to make a homogeneous mass.

The concrete shall be rammed in a manner to be approved by the Chief Engineer. On being placed, the concrete shall have a wetness such as to permit quaking or mobility likened to liver.

[p] *Datum*—Datum, as used in these specifications, shall be understood to be Chicago datum as established by the Sanitary District.

GENERAL.

Clearing and Grubbing—The contractor will be required to remove all trees, stumps, buildings, fences or other incumbrances from the site of the work, or that may be in the way of any collateral or subsidiary work herein specified. All such material shall be disposed of as directed by the Chief Engineer. The cost of this work shall be included in the prices for excavation as herein stated.

Drainage—The contractor is to provide all necessary pumping machinery, and is to operate same at his own cost and expense during the time of doing the work and until the whole work is fully completed and inspected, as provided for in other sections of this contract. The contractor shall dispose of any water pumped in such manner as not to interfere with the operations of other contractors for the Sanitary District.

Explosives—The contractor is to furnish all explosive compounds for blasting the material provided to be excavated under this contract, and, whereas, the storing, handling and use of so large an amount of explosive material requires the utmost care and discrimination, it is, therefore, understood and agreed that the said contractor shall arrange for the storage of all explosive materials at a distance of not less than 600 feet from the work, or from any dwelling occupied for a habitation, and that not more than 5,000 pounds shall be kept in one place. It is further understood and agreed that said explosive material shall in no case be brought on to the work except when needed for the purpose of charging the blast holes, and then only in such quantity as is needed for the particular work in hand, and that none but skilled and careful men shall be employed in the handling or use of said explosives, and that no liquid explosives shall be used.

It is further understood and agreed that the ground surrounding all magazines shall be kept free of vegetable or combustible material for a radius of 100 feet, and that their walls shall be made bullet proof to the height of one foot above the contained explosives, and that in no case shall they be made of brick or stone. It is also understood and agreed that such signals of danger as may be directed by the Chief Engineer shall be given or displayed before the firing of any blast, and that the said contractor shall conform his acts to and obey all rules and regulations relative to the handling of explosives and the firing of blasts for the protection of life or property which may be made by the Chief Engineer from time to time.

Extra Work—All claims for extra labor or materials furnished by the contractor, or for damages from any cause whatever, must be reported to the Chief Engineer at the time such labor or material are furnished or such damages occur, and they must also be presented to him in writing at the end of the month; provided, that nothing shall be paid for as extra work that can be classified under any of the heads upon which prices are fixed by this contract.

Whenever work is required to be done which is not now contemplated or covered by the prices hereinafter given, the Chief Engineer shall fix such prices for the work as he shall consider just and equitable, and the contractor shall abide by such prices; provided he enters upon such work with full knowledge of the prices so fixed by the Chief Engineer; but, if the contractor declines executing said work at the prices fixed by the Chief Engineer, then the Sanitary District may enter into contract with any person or persons for its execution the same as if this contract had never existed; and if extra work, or work not provided for in this contract, is performed by the contractor before prices have been fixed for such work, then the Chief Engineer shall estimate the same at such prices as he shall deem just and reasonable, and his decision shall be final, and the said contractor shall accept of said prices in full satisfaction of all demands against the Sanitary District for said extra work; provided, that if the extra work done under this contract is of such a nature, being distinct from other work being done by said contractor, tha

the actual cost of the same can be determined, then the said contractor shall receive, and the Sanitary District shall pay in full satisfaction of the same, the actual cost of the work, with 15 per cent added; provided, further, that nothing shall be deemed extra work which can be measured or estimated under the provisions of this contract.

Responsibility of Contractor—All the work provided for in this contract is to be done under the direction and supervision of the Chief Engineer and his properly authorized agents. The contractor is to be guided by the lines, stakes, marks and grades given by them, and is to carefully preserve the same as far as possible during the progress of the work, and is to furnish all needed facilities, without charge therefor, to enable the Chief Engineer to properly give lines and grades and to measure the work from time to time.

All work will be subject to inspection by the said Chief Engineer and his said agents, and if not in accordance with the requirements of this contract it is to be made good by the contractor.

The contractor will be responsible for the entire work until completed and accepted by the Sanitary District. The contractor will be required to give his personal attention to the fulfillment of this contract and to the execution of the work. He is to keep the same under his control, and will not be allowed to sublet all or any part of it; it being distinctly understood and agreed that the subletting of the work covered by this contract, or any part thereof, shall, after ten days' notice, work a forfeiture of the contract at the option of the Sanitary District.

The contractor will not be allowed to assign by power of attorney, or otherwise, any portion of the moneys that may become due through the workings of this contract. In case the contractor fails to comply with the provisions of this contract, as to progress and character of work, he shall be duly notified in writing, and ten days after the giving of said notice, the party of the first part may declare this contract forfeited, if there is substantial failure to comply with the provisions.

Changes in Plan—In addition to the reservations hereinbefore made, the Sanitary

District reserves the right to make alterations in the line, grade and minor details of plan, form, dimensions, or material of the work herein provided for, either before or after the beginning of construction; provided, that if alterations are made, the general character of the work, as a whole, is not thereby changed. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity of the work actually done, and at prices and rates established for such work under this contract. Notice of any change of plan must be given the contractor in writing. And it is expressly agreed that no alterations or additions or extra work are to be paid for, unless directed in writing.

Tools—The contractor is to furnish all the tools of every kind and description, including pumps, cars and tracks necessary to the full and complete carrying out of this contract, and on completion of the work, is to remove all tools, buildings and material of all kinds from the right of way of the Main Drainage Channel.

Precautions—Whatever precautions may be necessary to render any portion of the work more secure in any respect, or to decrease the liability of accident from any cause, or to avoid contingencies which are liable to delay the completion of the work, shall be taken by the contractor.

Workmen—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Chief Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where special skill is required.

Damages—If any damages shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining, or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, the Chief Engineer shall have the right to estimate the amount of said damages, and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damages shall be deducted from the

money due said contractor under this contract.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person, growing out of any act or doing of himself or his employes, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any such injuries, or such damages received or sustained by any person or persons, by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suit or claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Sanitary District Law—The said contractor hereby agrees to carry on all the work provided for in this contract, in strict conformity to the requirements of the law under which the Sanitary District of Chicago is organized, entitled "An act to create Sanitary Districts and to remove obstructions from the Desplaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889, which provides in Section 11, among other things, that "No person shall be employed on said work unless he be a citizen of the United States, or has in good faith declared his intentions to become such a citizen. In all cases where an alien after filing his declaration of intention to become a citizen of the United States shall, for the space of three months after he could lawfully do so, fail to take out his final papers and complete his citizenship, such failure shall be *prima facie* evidence that his declaration of intentions was not made in good faith. And that eight hours shall constitute a day's work."

Time—The contractor agrees to begin

work within fifteen (15) days after the execution of this contract, weather permitting. Provided, that the said contractor agrees not to proceed to the execution of any part of the work until he shall have been notified by the said Sanitary District to proceed therewith.

The works hereinbefore specified to be done are to be prosecuted with all possible diligence. That part of the work underneath the bear trap dam, including the placing and imbedding of the extreme supports for rollers, weather permitting, shall be finished in the year 1896. The abutments shall be completed, as far as the weather will permit, in the year 1896. It is especially provided that no work shall be done when, in the opinion of the Engineer, the weather is unfit. The whole work shall be completed on or before May 31st, 1897.

Prices—In consideration of the said work being carried on and completed in time and manner as hereinbefore specified, the said party of the first part agrees to pay to the said party of the second part the following amounts for each kind of work, respectively, and the said party of the second part agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the material, tools, labor, etc., to-wit:

(a) Lump sum price for all metal and timber work, including all work involved therein.....dollars (\$.....).

(b) Price per cubic yard for excavation, measured in excavation.....dollars (\$.....).

(c) Price per actual cubic yard for masonry in place, including all mortar, concrete, labor, appliances and every other item of expense attending its construction.....dollars (\$.....).

The prices named shall include cost of all work and materials of whatever kind that shall be needed to complete the work in all details.

Time and Manner of Payment—The lump sum payment for metal and timber work shall be made at the time of final payment.

For all the excavation and masonry work on which there is a specified price

per cubic yard, monthly estimates will be made and returned by the Chief Engineer, and payments made on or before the 10th day of each month for the work done during the preceding month to the amount of 87½ per cent of the value thereof.

Right of Way—The contractor may have access to the site of the work over the right of way of the Sanitary District from the south in a manner that shall not unreasonably interfere with the operations of the contractors for Section 15 of the Main Channel or the contractors for the regulating works of the Sanitary District. He may, for the purpose of prosecuting his work, occupy the ground to the south of the Main Channel, south of the existing structures of the contractors for said works, and the space between the railroad tracks of said contractors, providing, always, he occupy the right of way of the Sanitary District. He may occupy a space sixty (60) feet west and one hundred (100) feet east of the west line of the Main Channel, and northerly to the north end of the site of the work. He may maintain a roadway west and southerly over the railroad tracks of the contractors for the regulating works, provided, that there be no unnecessary interference with the operations of said tracks. When the work to be done beneath the bear trap dam has been completed, the contractors for the dam shall have access to the site for the purpose of erecting the dam. The contractors for the bear trap dam shall, at such times and in such manner as the Engineer may direct, have access to the site of the work, for the purpose of constructing parts of the work for which they are under contract with the Sanitary District, and no expense to the Sanitary District shall follow therefrom.

Failure to Complete—It is further agreed by the said party of the second part, that if the work to be done under this contract shall be abandoned, or if it shall be assigned by him, or if he loses control of the work from any cause excepting acts of God and the public enemy, or if the rate of progress is not such as to insure its completion within the time specified, or if at any time the Chief Engineer shall be of opinion and shall so certify in writing to the said party of the first part, that said work, or any part thereof, is unnecessarily or unreasonably delayed, or that the contractor

is wilfully and persistently violating any of the conditions or covenants of this contract, or is not executing said contract in good faith; the said party of the first part shall have the power to notify said contractor to discontinue all work, or any part thereof, as may be designated by said party of the first part, and the said party of the first part shall thereupon have the power either to complete said work by contract or to employ such men and teams, and to obtain such machinery, implements and tools, and to purchase such material as the said Chief Engineer may deem necessary to complete the work herein described, or any part thereof. And in so doing, said Chief Engineer may use such tools, implements and materials as may be found upon the line of such work. The cost of doing such work shall be charged to the said contractor, and any moneys that may then be due, or may at any time thereafter become due to said contractor, under and by virtue of this contract, or any part thereof, shall be applied by first party to the payment of such cost so far as the same shall suffice therefor, and the remainder of the cost of so completing said work, if any, shall be paid by said contractor to first party on demand.

Payment of Laborers—Said contractor shall pay the laborers employed by him promptly at regular intervals, and at least twice each month, and shall not pay said laborers in scrip, checks or other evidences of indebtedness, nor in any manner other than with lawful currency of the United States, and if at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed and in manner aforesaid, or for material furnished upon said work; then the party of the first part shall have power to pay for such labor or such material out of any money or moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor.

In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain the amount or amounts due or owing from said contractor to any laborer or laborers, or to any person for material furnished, in such manner and upon such proof as it may deem sufficient, and without giving any notice of

such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, or to said material men, shall be final and conclusive evidence as against said contractor, and may thereafter be paid over by the said first party to such laborer or laborers or material men.

Final Payment—The said party of the second part further agrees that he shall not be entitled to demand or receive final payment for any portion of the aforesaid work or materials, except in the manner set forth in this agreement, nor until each and all of the stipulations hereinbefore mentioned are complied with, and the said Chief Engineer shall have given his certificate to that effect; whereupon, the said party of the first part will, at the expiration of thirty (30) days after such completion and the delivery of such certificates, pay, and it hereby binds itself to pay the said party of the second part, in cash, the whole amount of money accruing to said second party under this contract, excepting such sum or sums of money as may be lawfully retained under any of the provisions of this contract hereinbefore set forth. Provided, that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work should the said certificate be found to be inconsistent with the terms of this agreement or otherwise improperly given.

It is further stipulated and agreed that the obligations of this contract shall not be taken as fully performed by the contractor, nor shall the sureties hereto be released until said foundations for bear trap dam and collateral work shall have been tested by the letting of water into the Main Channel, and its flowage through said works; and, should such test disclose any defects in material or workmanship not conforming to the original specifications, the contractor shall replace all such defective parts at his own expense.

Health Regulations—Said party of the second part agrees to make provision for an ample supply of suitable drinking water for employes, and to take such means as shall effectually prevent the creation of a nuisance on any part of the


right of way of said Sanitary District, or adjacent thereto.

Contractor's Bond—The contractor shall furnish a bond in the sum of fifteen thousand (\$15,000) dollars, with good and sufficient sureties, the same to be satisfactory to the Board of Trustees of the Sanitary District, conditioned for the faithful performance of all the terms and conditions of this contract; and should the sureties on said bond at any time fail financially, or be, in the opinion of said Board of Trustees, insufficient security for the penalty of said bond, then, in that case, they may, on giving ten days' notice thereof in writing, require said contractor to furnish a new or additional bond in the place of the bond so having become insufficient or worthless.

In Witness Whereof, on the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part ha.. hereunto set..... hand.. and seal..”

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Braden, the Board then adjourned.



CLERK.

OFFICIAL RECORD.

(Published by authority of the Board of Trustees of the Sanitary District of Chicago.)

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto building, Friday, July 24, 1896, at 1:30 o'clock P. M., pursuant to call.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Kelly and Wenter—five members, were present; Mr. Smyth arriving subsequently.

CALL FOR MEETING.

The Clerk read the call for the special meeting, which is as follows:

"CHICAGO, July 23, 1896, 1:00 P. M.

James Reddick, Esq., Clerk of the Sanitary District of Chicago:

DEAR SIR—Under the rules you will please call a special meeting of the Board of Trustees of the Sanitary District of Chicago for Friday, July 24, 1896, at 1:30 o'clock P. M., sharp, at the meeting room of the said Board in the Rialto building,

Chicago, Illinois, for the purpose of approving vouchers for such estimates in the work of construction on the Main Channel, and for any other regular or current expense which may be presented at such meeting, and ordering payment of such as may be approved by warrants against the tax levies of 1895 and 1896.

Very truly yours,

(Signed)

B. A. ECKHART,

President Sanitary District of Chicago.

VOUCHERS.

The Clerk presented the following vouchers:

PUMPING PLANT, SEC. 14.

Wright, Meysenburg, Sinclair & Carry (dam, etc., Section 14)..... \$ 766 07

ENGINEERING DEPARTMENT.

Construction Account—

*Griffiths & McDermott (Section 1, July 16, 1896).....	\$28,017 32
*McArthur Brothers (Section 2, July 16, 1896).....	23,769 37
*McArthur Brothers (Section 4, July 16, 1896).....	28,844 38
*The Qualey Construction Company (Section 5, July 16, 1896).....	12,472 25
*Campbell & Dennis (Section 14, July 16, 1896).....	2,047 50
†Wright, Meysenburg, Sinclair & Carry (Section 15, July 16, 1896)..	18,617 37
*Heldmaier & Neu (Section A, July 16, 1896).....	14,095 16
†Heldmaier & Neu (Section B, July 16, 1896).....	5,268 37
†Western Dredging and Improvement Company (Section C, July 16, 1896).....	5,716 37
†E. D. Smith & Co. (Section D, July 16, 1896).....	2,833 09
†Angus & Gindele (Section E, July 16, 1896).....	5,879 08
†Weir, McKechney & Co. (Section F, July 16, 1896).....	4,958 06
†Gahan & Byrne (Section G, July 16, 1896).....	5,159 70
†Gahan & Byrne (Section H, July 16, 1896).....	6,133 89
†Christie & Lowe (Section I, July 16, 1896).....	1,190 21
†The Heidenreich Company (Section M, July 16, 1896)	808 50
†Hayes Brothers, et al. (Section N, July 16, 1896).....	2,216 56
†McMahon & Montgomery Company, et al. (Section O, July 16, 1896)	3,860 22
*The P., C., C. & St. L. Ry. Co., Section O (freight on ties, bridge).	18 00
*John Spry Lumber Company (Section O, lumber for P., C., C. & St. L. bridge).....	473 94
*John Spry Lumber Company (Section O, lumber for P., C., C. & St. L. bridge).....	406 71
*John Spry Lumber Company (Section O, lumber for P., C., C. & St. L. bridge).....	394 16
*John Spry Lumber Company (Section O, lumber for P., C., C. & St. L. bridge).....	192 50
†Wright, Meysenburg, Sinclair & Carry (Section 15, wall foundations)	3,535 00
	<u>\$176,957 71</u>
Grand total.....	<u>\$177,723 78</u>

*To be paid in warrants against tax levy of 1895, \$110,731.29

†To be paid in warrants against tax levy of 1896, \$66,992.42.

Mr. Wenter, seconded by Mr. Carter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six. Nays—none.

Upon which result the President declared the motion carried.

ORDER IN REFERENCE TO THE PAYMENT OF VOUCHERS.

Mr. Wenter, Chairman of the Committee on Finance, presented an order directing that payment of estimate vouchers for construction, as read, be paid by warrants drawn against the tax levy of 1895 to the amount of one hundred ten thousand seven hundred thirty-one and twenty-nine one-hundredths dollars, and the remainder of said vouchers be paid by warrants drawn against the tax levy of 1896.

Mr. Wenter, seconded by Mr. Boldenweck, moved the passage of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

"*Ordered*, That the estimate vouchers for construction, as read, be paid by warrants drawn against the tax levy of 1895 to the amount of one hundred and ten thousand seven hundred thirty-one and twenty-nine one-hundredths (\$110,731.29) dollars and the remainder of said vouchers be paid by warrants drawn against the tax levy of 1896, all of such warrants to be in the form of the tax-levy warrants heretofore issued by the District."

ORDER IN REFERENCE TO "CLAIM OF MODESTO LENZI FOR WORK ON SECTION C."

Mr. Boldenweck presented an order in reference to the claim of Modesto Lenzi for work on Section C, directing that the sum of nine hundred sixty-eight dollars be deducted and withheld from the current voucher of the Western Dredging and Improvement Company, to be retained by the District upon the claim of Modesto Lenzi against said Company until the further order of the Board.

Mr. Boldenweck, seconded by Mr. Smyth, moved the passage of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six. Nays—none.

Upon which result the President declared the motion carried.

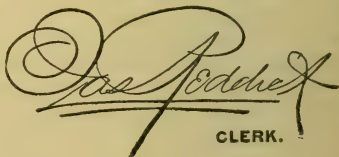
The following is

THE ORDER:

"*Ordered*, That there be deducted and withheld from the current estimate voucher of the Western Dredging and Improvement Company, as presented at this meeting, the sum of nine hundred and sixty-eight (968.00) dollars, to be retained by the District upon the claim of Modesto Lenzi, presented at the meeting of February 26, 1896 (page 3251 of Proceedings), until the further order of the Board."

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Boldenweck, the Board then adjourned.


CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

JULY 29 AND AUGUST 5, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees of
the Sanitary District of Chicago.)*

ADJOURNED MEETING.

The first adjourned session of the three hundred and nineteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, July 29, 1896, at 1:30 o'clock P. M., pursuant to motion.

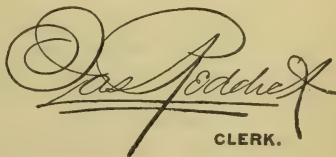
President Eckhart called the Board to order.

ADJOURNED MEETING.

The second adjourned session of the three hundred and nineteenth regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, August 5, 1896, at 1:30 o'clock P. M., pursuant to motion.

On roll-call Messrs. Eckhart and Wenter—two members, were present. No quorum.

At 2 o'clock P. M., there still being no quorum present, on motion of Mr. Wenter, seconded by Mr. Eckhart, the Board then adjourned to meet Wednesday, August 5, 1896, at 1:30 o'clock P. M. sharp.



CLERK.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly and Wenter—six members, were present; Messrs. Jones and Smyth arriving subsequently.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department, Chief Engineer's roll (July, 1896).....	\$ 1,216 67	
Engineering Department, Division of Construction (July, 1896).....	4,800 32	
Engineering Department, Division of Drafting and Designing (July, 1896).....	2,787 30	
Engineering Department, Division of Records (July, 1896).....	908 67	
Engineering Department, Special Service (July, 1896).....	6,054 80	
Engineering Department, Special Service (July, 1896).....	1,460 00	
Engineering Department, Special Service (July, 1896).....	486 66	
Engineering Department, Discharged Men (July, 1896).....	45 00	
	<hr/>	\$ 17,759 42
Clerical Department, Clerk's roll (July, 1896).....		833 33
Law Department, Attorney's roll (July, 1896).....	\$ 1,065 00	
Law Department, Joliet roll (July, 1896).....	458 33	
	<hr/>	\$ 1,523 33
Treasury Department, Treasurer's roll (July, 1896).....		166 67
General Account, General roll (July, 1896).....	\$ 50 00	
General Account, Towpath roll (July, 1896).....	126 50	
General Account, Trustees' roll (July, 1896).....	2,333 33	
	<hr/>	\$ 2,509 83
Police Department, Marshal's roll (July, 1896).....		3,471 70
Pumping Plant, Section 3 (July, 1896).....	\$ 800 40	
Pumping Plant, Section 3 and 14, Discharged (July, 1896).....	71 57	
Pumping Plant, Section 14.....	93 82	
	<hr/>	\$ 965 79
Total		<hr/> \$ 27,230 07

Engineering Department, Isham Randolph (postage stamps).....	\$ 28 00	
Engineering Department, Isham Randolph (traveling).....	46 94	
Engineering Department, Wm. Trinkaus (expense).....	49 29	
	<hr/>	\$ 124 23

CLERICAL DEPARTMENT.

Chicago Towel Supply Co. (toweling).....	\$ 2 50	
C. S. Austin (ice).....	3 00	
Waukesha Hygeia Mineral Springs Company (water).....	3 75	
	<hr/>	\$ 9 25

LAW DEPARTMENT.

Frank Shepherd (court reports).....	\$ 2 00	
Hustor, Ashmead-Wilson Company (letter heads).....	11 25	
Edwards & Hancock (carbon paper and ribbons).....	12 00	
E. B. Sherman, Master (court fees).....	414 55	
W. M. McEwen (expense).....	31 50	
W. M. McEwen (expert witness fees).....	1,726 50	
	<hr/>	\$ 2,197 80

GENERAL ACCOUNT.

Rialto Company (rent, offices to July 31, 1895).....	\$ 1,650 00	
Chicago Edison Company (electric lighting).....	23 88	
James Reddick (sundry expense).....	12 50	
	<hr/>	\$ 1,686 38

PUMPING PLANT—SECTION 14.

MacRitchie & Nichol (first installment for machinery).....	\$ 8,000 00	
Grand total.....	<hr/>	\$ 39,247 73

Mr. Kelly, seconded by Mr. Carter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

REQUISITION FOR NINE MEN FOR SPECIAL SERVICE.

The Clerk presented a report from the Chief Engineer, asking confirmation of the appointment of nine men for special service, as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report be approved and printed, and the action of the Chief Engineer, as set forth therein, confirmed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Aug. 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I ask your confirmation of the following appointments made by me since your last authorization:

1 instrument man.....	\$125 per month
1 sub instrument man..	100 per month
1 warehouse man.....	75 per month
1 chief night inspector.	90 per month
5 inspectors.....	75 per month

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REQUISITION FOR NINE MEN FOR PUMPING PLANT ON SECTION 14.

The Clerk presented a report from the Chief Engineer, asking confirmation of the appointment of, and wages fixed for, nine men employed at the pumping plant on Section 14, as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr.

Smyth, moved that the report be approved and printed, and the action of the Chief Engineer, as set forth therein, be confirmed.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Aug. 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The pumping station on Section 14 is now in operation and I ask your confirmation of the appointments made, and the wages fixed for the men employed there, as follows:

1 stationary engineer....	\$100 per month
2 assistant stationary engineers	90 per month
3 firemen	65 per month
3 helpers	55 per month

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REQUISITION FOR COAL AND SUPPLIES FOR PUMPING PLANT ON SECTION 14.

The Clerk presented a report from the Chief Engineer asking that he be authorized to make the necessary purchases for coal and supplies for the pumping plant on Section 14; and the report was read.

By unanimous consent the report was referred to the Joint Committee on Engineering and Finance.

The following is

THE REPORT:

"CHICAGO, Aug. 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I ask that I be authorized to make the necessary purchases of coal and supplies for the pumping works on Section 14.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT ON 'NOTICE OF CLAIM OF C. C. VEHMEYER FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F.'

Mr. Braden, on behalf of the Committee on Judiciary, presented a report with reference to and accompanied by a notice of claim of C. C. Vehmeyer against Messrs. Weir, McKechney & Company, contractors on Section F, for assigned labor claims amounting in the aggregate to \$832.42, recommending that said amount be deducted from the current estimate of Messrs. Weir, McKechney & Company, and be retained until the further order of the Board; and the report was read.

Mr. Braden, seconded by Mr. Smyth, moved that the report be adopted, printed and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

*Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, August 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District, and filed with the Clerk, a notice of claim for lien against Messrs. Weir, McKechney and Company, for labor in the amount of eight hundred thirty-two and forty-two one-hundredths (\$832.42) dollars, in the form of claims assigned to C. C. Vehmeyer, and your Committee recommend that said amount be deducted from the current estimate of Messrs. Weir, McKechney and Company and retained until the further order of the Board.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) ALEX. J. JONES,

JOS. C. BRADEN,

Committee on Judiciary."

(One enclosure.)

*Action reconsidered. See later proceedings of same date.

ACTION RECONSIDERED ON 'REPORT ON NOTICE OF CLAIM OF C. C. VEHMEYER FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F,' AND REPORTS ON NOTICE OF CLAIMS FOR MECHANIC'S LIEN LAID OVER.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the Board reconsider the action just taken on the report on notice of claim of C. C. Vehmeyer against contract on Section F.

The motion prevailed unanimously, whereupon the President declared the action reconsidered and the report before the Board for further action.

In this connection, Mr. Braden, for the Committee on Judiciary, presented similar reports in reference to claims against the same contract, filed by the following parties:

Citizens' Brewing Company for \$659.80 and \$339.61; Streator and Third Vein Coal Company for \$299.27; The "Aetna Powder Company" for \$2,633.77, presented and referred to that Committee (page 3444 of the Proceedings); The "Columbian Powder Company" for \$660.00, presented and referred to that Committee (page 3430 of the Proceedings); Timothy Carroll for \$140.35, presented and referred to that Committee (page 3430 of the Proceedings).

By unanimous consent, all the foregoing reports from the Committee on Judiciary, including that on which action had just been reconsidered, were laid over until the next meeting of the Board.

REPORT ON "REQUISITION NO. 809, LAW DEPARTMENT."

Mr. Wenter, Chairman, presented a report from the Joint Committee on Finance and Engineering with reference to, and accompanied by, Requisition No. 809 of the Law Department, for the purchase of certain premises, presented and referred at the meeting held July 22, 1896 (page 3435 of the Proceedings), the report recommending that the requisition be approved, and that a warrant be drawn in accordance therewith on the voucher of the Attorney; and the report was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved that the report be adopted, the recommendations made therein concurred in, and a warrant be drawn as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Kelly, Smyth and Wenter—six. Nays—Mr. Braden—one.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 27, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Engineering, to whom was referred the requisition of the Attorney for the sum of one thousand (\$1,000) dollars for the purchase of certain premises noted on the Tract Books of the District as Tract Number Fourteen a (14a) (page 3435 of Proceedings), would respectfully report that said premises are necessary to the consummation of certain terms of the agreement of May 25, 1896, between the District and the railroads of the Santa Fe system, as per proceedings of May 29, 1896, and your Committee therefore recommend that said requisition, being Number 809, herewith returned, be approved and that a warrant be drawn in accordance therewith on the voucher of the Attorney.

Respectfully submitted,

(Signed)

FRANK WENTER,
Chairman.

WM. BOLDENWECK,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,

Joint Committee on Finance and Engineering."

(One enclosure.)

REPORT ON "CLAIM OF JOHN L. HENRY IN REFERENCE TO FENCE."

Mr. Wenter, on behalf of the Joint Committee on Judiciary and Finance, presented a report with reference to, and accompanied by, a communication from John L. Henry, with reference to a fence between his land and that of the Sanitary District, presented and referred at the meeting held July 8, 1896 (page 3430 of the Proceedings), the report being also accompanied by an itemized statement as to cost of fence, and recommending that said Henry be paid the sum of seventy-nine and ninety one-hundredths dollars (\$79.90) when he shall have constructed a suitable fence, as set forth in the report; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, printed, and the recommendations made therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, July 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Judiciary and Finance, to whom was referred the communication of John L. Henry in reference to a fence between his lands and those of the Sanitary District of Chicago (page 3430 of Proceedings), would respectfully report that they have examined into the claim of said John L. Henry and find that, at the time of the purchase from him of certain lands by the District, there was such an understanding as set forth in the communication, and they find that the District should bear one-half of the expense of said fence; they further find that the amount claimed, one-half of one hundred and fifty-nine and eighty one-hundredths (\$159 80) dollars, or seventy-nine and ninety one-hundredths (\$79.90) dollars, is a reasonable and proper amount for the District to pay, and your Committee further recommend that said John L. Henry be paid the sum of seventy-nine and ninety one-hundredths (\$79.90) dollars, upon the voucher of the Chief Engineer, upon said Henry constructing a good and sufficient fence along the line between his lands and the lands of the District, to the satisfaction of the Chief Engineer and proof to him of payment therefor by said John L. Henry.

Returned herewith is the said communication for filing.

(Signed)

FRANK WENTER,
Z. R. CARTER,
JOS. C. BRADEN,
ALEX. J. JONES,

Joint Committee on Judiciary and Finance."

(Two enclosures.)

REQUEST OF CEMENT AND MASONRY INSPECTORS FOR ADVANCE OF SALARY.

The Clerk presented a communication from certain inspectors of cement and masonry in the employ of the District asking for an advance in their present salary.

Mr. Boldenweck, seconded by Mr. Jones, moved that the communication be referred to the Committee on Labor.

Mr. Smyth, seconded by Mr. Kelly, moved as a substitute that the communication be placed on file.

After some discussion Mr. Smyth, with consent of his second, Mr. Kelly, withdrew his motion.

On roll-call, on the motion of Mr. Boldenweck, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones and Smyth—five. Nays—Messrs. Eckhart, Kelly and Wenter—three.

Upon which result the President declared the motion carried.

“CLAIM FOR TRACK CHARGES ON SECTION 14.”

The Clerk presented a communication from Messrs. Smith & Eastman, contractors on Section 14, setting forth that loaded cars were being run over a certain switch and track of which said contractors claimed ownership, by the orders of agents of the Sanitary District against their protest, and also setting forth that they would hold the District liable for a charge of five dollars per car for any cars running over it hereafter, and the communication was read.

On motion of Mr. Jones, seconded by Mr. Kelly, the communication was ordered placed on file by a unanimous vote.

The following is

THE COMMUNICATION:

CHICAGO, June 10th, 1896.

Mr. B. A. Eckhart, President Board of Trustees Sanitary District, Chicago:

DEAR SIR—Cars loaded with material are being run over our switch and track on Section 14, as we are informed, by your orders or by the orders of some agent of the Sanitary District, and this has been done against our protest.

You will please take notice that this switch and track is our private property, and we will hold the Sanitary District liable for a charge of five dollars (\$5) per car for each and every car which may be run over it.

Hoping this may be satisfactory, we are

Respectfully yours,

(Signed) SMITH & EASTMAN.”

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Wenter, the Board then adjourned.



CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

AUGUST 12, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twentieth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, August 12, 1896; at 2 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight members, were present.

MINUTES.

The minutes of the regular meeting held July 23, and adjourned sessions of the same held July 29 and August 5, 1896, and of the special meeting held July 24, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Boldenweck.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Hustor, Ashmead, Wilson Company (envelopes).....	\$	6 00
A. C. McClurg & Co. (stationery).....		8 61
V. I. Aaron & Co. (stationery)		5 15
P. F. Pettibone & Co. (stationery).....		2 25
Dennison Manufacturing Company (tags).....		11 44
The Henry O. Shepard Company (printing).....		160 00
The J. M. W. Jones stationery and Printing Company (binding)....		5 75

Eugene Dietzgen Company (drafting material).....	\$ 3 60	
Eugene Dietzgen Company (drafting material).....	4 50	
Keuffel & Esser Company (drafting material).....	9 34	
Keuffel & Esser Company (drafting material).....	9 89	
A. H. Abbott & Co. (drafting material).....	25 83	
F. Mayer & Co. (blue printing).....	93 86	
Pittsburgh Testing Laboratory, limited (testing iron and steel).....	400 29	
Marshall Field & Co. (signal cloth).....	2 28	
Alfred L. Robbins Company (glass tubes).....	2 40	
Robert Stevenson & Co. (paints, etc.).....	8 75	
Fairbanks, Morse & Co. (cement molds).....	175 00	
The Wolff Bros. Manufacturing Company (filing cases).....	80 00	
Benz & Rossbach (straight edges).....	3 10	
Soper Lumber Company (stakes).....	45 00	
Keene Bros. (hardware).....	6 80	
R. Seelig (repairing tapes).....	6 35	
Henry Gebhardt (repairing furniture).....	29 22	
Henry Gebhardt (repairing furniture).....	7 02	
M. G. Patterson (typewriting).....	7 35	
Waukesha Hygeia Mineral Springs Company (water).....	7 50	
C. S. Austin (ice).....	12 00	
Chicago Towel Supply Company (towelings).....	5 65	
John McCaffery (rent—Brighton Park).....	25 00	
Wygant & Ayres (rent—Corwith).....	12 50	
J. M. Abbitt (rent—Willow Springs).....	20 00	
Joseph Carlin (gauge reading).....	10 00	
E. Hastings (gauge reading).....	10 00	
Wm. Kirkham (gauge reading).....	10 00	
Wm. McGinnis (gauge reading).....	10 00	
Mary Rusk (gauge reading).....	10 00	
The Marsh & Bingham Company (lumber for towers).....	97 68	
H. B. Alexander (expense and traveling).....	18 00	
W. T. Keating (expense and traveling).....	15 10	
A. G. Ryther (expense and traveling).....	15 05	
		\$ 1,398 24

LAW DEPARTMENT.

Chicago Towel Supply Company (towelings).....	\$ 1 50	
Callaghan & Co. (court reports).....	2 25	
C. S. Austin (ice).....	3 00	
		\$ 6 75

GENERAL ACCOUNT.

John F. Higgins (printing proceedings).....	\$ 159 63	
Hannah & Hogg (sundries).....	323 59	
Hannah & Hogg (sundries).....	68 00	
Chicago Tribune (advertising E., J. & E. and Boulevard Bridges)...	84 00	
The Inter Ocean (advertising E., J. & E. and Boulevard Bridges)...	54 45	
The Chicago Evening Journal (advertising Boulevard Bridge).....	9 75	
		\$ 699 42

POLICE DEPARTMENT.

W. R. Neff (horseshoeing).....	\$ 11 50	
J. H. Teedens & Co. (sundries).....	25 02	
McArthur Bros. Company (pump repairs).....	1 50	
E. J. Coen (expense).....	29 60	
		\$ 67 62

PUMPING PLANT—SECTION 3.

W. D. Allen & Co. (belt cement).....	\$ 5 29	
Western Engineers' Supply Company (water gauge glasses).....	5 29	
Chicago Engineer Supply Company (inspirator).....	16 50	

S. L. Derby Lumber Company (lumber).....	\$ 28 00	
Delaney Oil and Grease Company (oil).....	35 48	
McArthur Brothers Company (repairs and building dam).....	155 26	
Heggie Bros. (repairs to boilers).....	840 83	
		\$ 1,084 65

PUMPING PLANT—SECTION 14.

Hibbard, Spencer, Bartlett & Co. (hardware)	\$ 18 44	
The Foster-Mungor Company (window frames, etc.).....	89 00	
The Marsh & Bingham Company (lumber).....	420 18	
		\$ 527 62
Total.....		\$ 3,784 30

ENGINEERING DEPARTMENT.

* *Construction Account—*

Griffiths & McDermott (Section 1, August, 1896).....	\$21,319 99	
McArthur Brothers (Section 2, August, 1896).....	18,764 38	
McArthur Brothers (Section 4, August, 1896).....	27,409 37	
The Qualey Construction Company (Section 5, August, 1896).....	22,069 25	
Campbell & Dennis (Section 14, August, 1896).....	3,277 75	
Wright, Meysenburg, Sinclair & Carry (Section 15, August, 1896)...	20,929 13	
Heldmaier & Neu (Section A, August, 1896).....	12,567 74	
Heldmaier & Neu (Section B, August, 1896).....	6,685 88	
Western Dredging and Improvement Company (Section C, August, 1896).....	2,693.69	
E. D. Smith & Co. (Section D, August, 1896).....	4,975 39	
Angus & Gindele (Section E, August, 1896).....	6,503 02	
Weir, McKechney & Co. (Section F, August, 1896).....	4,275 85	
Gahan & Byrne (Section G, August, 1896).....	4,667 98	
Gahan & Byrne (Section H, August, 1896).....	8,410 04	
The Heidenreich Company (Section L, August, 1896).	472 31	
Hayes Brothers, et al. (Section N, August, 1896).....	1,412 38	
McMahon & Montgomery Company, (Section O, August, 1896).....	7,575 27	
Hayes Bros. (Section O, Western avenue bridge).....	557 09	
Jones & Laughlin, limited, Section O, (P., C., C. & St. L. bridge)...	113 02	
The Marsh & Bingham Company (Section O, P., C., C. & St. L. bridge).....	499 51	
The Marsh & Bingham Company (Section O, P., C., C. & St. L. bridge).....	455 94	
		\$ 175,634 98
Grand total.....		\$ 179 419 28

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Mr. Boldenweck, seconded by Mr. Braden, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

ORDER IN REFERENCE TO PAYMENT OF VOUCHERS.

Mr. Carter, on behalf of the Committee

on Finance, presented an order directing that payment of vouchers on account of construction on outstanding estimates, as read, be made by warrants drawn against the tax levy of the year 1896, and that payment of contractors' estimates in the future be made in the same manner until the further order of the Board, as set forth in the order; and the order was read.

Mr. Carter, seconded by Mr. Boldenweck, moved that the order be adopted, ordered printed and filed.

On roll-call, the vote stood: Yeas—

Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

“Ordered, That the several vouchers for construction on outstanding estimates, as read, be paid by warrants drawn against the tax levy of 1896 in the form heretofore used by the District, and that payment of contractors’ estimates in the future be made in the same manner until the further order of the Board.”

WEEKLY REPORT ON EMPLOYES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending July 25, August 1, and August 8, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, August 12, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the weeks ending July 25, August 1 and August 8, 1896, as the same have been reported to me:

	July 25.	August 1.	August 8.
Engineering Department	189	191	191
Pumping plant.....	11	15	19
Clerical Department.....	4	4	4
Law Department.....	6	6	6
Treasury Department.....	1	1	1
Police Department.....	43	43	43
Telephone operator.....	1	1	1
Towpath force.....	1	1	1
Total employes.....	256	262	266

Respectfully submitted,

(Signed) THOS. S. BELL,
Acting Clerk.”

MONTHLY] REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of

July, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, August 12, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of, and charged to, the Clerical Department during the month of July, 1896, was \$942.08, divided as follows:

Salaries	\$ 908 33
Stationery.....	28 25
General expenses.....	5 50
Total.....	\$ 942 08

There are no outstanding liabilities against the Clerical Department, and the expenses for the present month will, from present indications, be about \$900.00.

The total amount expended and charged to the General Account during the month of July, 1896, was \$3,736.03, divided as follows:

Salaries	\$ 2,573 33
Advertising	16 20
Printing.....	365 67
Telephone service.....	764 17
General expenses.....	16 66
Total.....	\$ 3,736 03

There are outstanding liabilities against the General Account to the amount of about \$550.00, and the expenses for the present month will be about \$5,000.00.

During the month of July, 1896, there were regular warrants authorized and drawn against the various accounts for \$36,148.47, as follows:

Engineering Department.....	\$ 17,558 35
Clerical Department.....	942 08
Law Department.....	5,990 70
Treasury Department.....	166 67
General Account.....	3,736 03
Tax Account.....	91 00
Police Department.....	3,578 82
Pumping Plant, Section 3	3,252 92
Pumping Plant, Section 14.....	831 90
Total.....	\$ 36,148 47

As directed by your Honorable Body at the meetings held June 10 and July

24, 1896, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of July, 1896, to the amount of \$285,308.40 were paid in tax-levy warrants, with six per cent interest coupons attached, drawn against the tax-levy for 1895, and to the amount of \$66,226.42 in similar warrants drawn against the tax-levy for 1896.

The total 1895 tax levy warrants issued to July 31, 1896, has been \$2,701,213.77, and of this amount the sum of \$1,278,154.53 was redeemed to July 1, 1896, and the sum of \$253,380.63 was redeemed during the month, and attached coupons for accrued interest on this latter amount to date of redemption, amounting to \$7,446.90, were paid by the Treasurer for which no warrant was required. The total expenditures therefore for the month were as follows:

Engineering Department (Construction Account), 1895 tax-levy warrants.....	\$ 285,308 40
Engineering Department (Construction Account), 1896 tax-levy warrants.....	66,226 42
Regular warrants issued.....	36,148 47
Interest on 1895 tax-levy warrants redeemed.....	7,446 90
Total.....	\$ 395,130 19

Of the \$200,000.00 appropriated July 8, 1896, for the payment of District bonds and interest on bonds and tax-levy warrants, there were expenditures during July, 1896, to the amount of \$7,446.90, leaving the unexpended balance of the appropriation \$192,553.10.

Of the total amount of tax-levy warrants issued to date, there is now outstanding the sum of \$1,169,678.61 drawn against the tax-levy for 1895, and the sum of \$66,226.42 drawn against the tax-levy for 1896.

Respectfully submitted,

(Signed) THOS. S. BELL,
Acting Clerk."

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of July, 1896, which was read and by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, August 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to submit to you the report of the Law Department for the month of July, 1896.

The following are the expenses of the Law Department for the month:

SALARIES.

Attorneys.....	\$1,133 34
Office force.....	265 00
	<u>\$1,398 34</u>

GENERAL EXPENSES.

Court costs.	\$2,387 00
Right of way.....	286 25
Expense account....	669 11
Legal services.....	1,250 00
	<u>\$4,592 36</u>
Total	\$5,990 70

The principal matters under consideration which have occupied the time of the Department are as follows:

Considerable more than an average number of claims for labor and materials furnished to contractors have come before the office, and in nearly all cases satisfactory adjustments have been made.

Consideration has been given and opinion rendered in the matter of the controversies on Sections 1 and 15 regarding extras for retaining walls.

The contracts, as heretofore agreed upon, with the Santa Fe system of railroads crossing the Main Channel, have been finally executed in duplicate by the several railroad companies and the District.

Negotiations have been continued, and carried forward with favorable prospects, in the matter of obtaining further settlements with railroad companies whose lines cross the Main Channel not heretofore settled with.

Two judgments for small amounts have been rendered before a justice of the peace against the District in suits brought by Patrick McDonnell for alleged use of private roads near Kedzie avenue. Appeals have been taken in the name of the District to the Circuit Court of Cook County in both cases.

The taking of testimony in the Ricker-Lee case has been completed.

Various pleadings and preparations have been made in the suits to which the Sanitary District is a party.

An opinion has been prepared in the matter of the tax levy ordinance for 1896, and the drawing of warrants against the same.

In addition to the above many minor details have been attended to in affairs of the District, as well as the general routine work of the office.

The present month will be occupied by consideration of claims, railway settlements, preparation for trial, various contracts relating to the work and general routine of the office.

Respectfully submitted,

(Signed) W. M. McEWEN,
Attorney."

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of July 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"Balance on hand at date of last report.....	\$ 388,861.52
Received from the following sources:	
Sanitary District tax account, County Treasurer.....	\$ 250,000.00
James Reddick, Clerk, account cement inspection for Engineering Department...	7.42
National Bank of Illinois, interest for July...	94.52
Ft. Dearborn National Bank, interest for July.....	88.77
Globe National Bank, interest for July.....	155.03
Metropolitan National Bank, interest for July	94.92
Chicago National Bank, interest for July.....	92.23
Garden City Banking & Trust Company, interest for July.....	83.67
Total cash received for month.....	\$ 250,616.56
Withdrawn from tax warrant account.....	3,380.63
	\$ 642,858.71

Total cash disbursed during month as per annexed schedules, viz:

Clerical Department....	\$ 934.58
Treasury Department..	166.67
Engineering Departm't	17,293.64
Engineering—Construction Department—for warrants issued against tax levy of 1895	253,380.63
Interest Account.....	7,446.90
Law Department.....	6,033.80
Police Department.....	3,475.68
General Account.....	3,740.76
Pumping plant—Sec. 3..	3,298.62
Pumping plant—Sec. 14.	831.90
	<u>\$ 296,603.13</u>
Balance this date, in banks as per schedule endorsed hereon.....	* \$ 346,255.53

*Of the \$346,255.53 on hand, \$192,553.10 is the balance of the appropriation of \$200,000.00 made by ordinance of July 8, 1896, for the payment of District bonds and interest, leaving the net available cash balance this date..... \$153,702.43

(Signed) MELVILLE E. STONE,

Treasurer.

CHICAGO, July 31st, 1896."

SCHEDULE:

Chicago National Bank.....	\$ 50,138.08
Fort Dearborn National Bank.....	50,622.08
Metropolitan National Bank.....	53,359.95
Globe National Bank.....	92,669.02
National Bank of Illinois.....	51,462.61
Garden City Banking and Trust Company.....	48,003.79
Total.....	<u>\$346,255.53</u>

AUTHORIZATION OF EXPENDITURE FOR DRAINAGE BOXES ON SECTIONS I AND K OBSERVATION TOWERS AT CONTROLLING WORKS, AND LABOR AND MATERIAL AT THIRTY-FIRST STREET AND WESTERN AVENUE.

The Clerk presented a report from the Chief Engineer asking the authorization of the payment of \$41.79 for drainage boxes on Sections I and K, \$97.66 for observation towers at controlling works, and \$12.72 for labor and material used in changing Thirty-first street and removing curbing and paving from Western avenue, all as set forth in the report; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be approved, printed and filed, and payment for the

expenditures, as set forth therein, be authorized.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, August 12, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I ask you to authorize payment of the following vouchers:

Christie & Lowe, for making and placing drainage boxes on Sections I and K.....	\$41 79
Marsh & Bingham, for lumber furnished for observation towers for use in erecting Controlling Works.....	97 66
Hayes Bros., for labor performed and material furnished for changing Thirty-first street, removing curbing and paving from Western avenue, etc.....	12 72

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.”

REPORT ON “NOTICE OF CLAIM OF SHAILER & SCHNIGLAU COMPANY FOR MECHANIC’S LIEN AGAINST CONTRACT ON SECTION F.”

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to and accompanied by a notice of claim of Shailer & Schniglau Company against Messrs. Weir, McKechney & Company, contractors on Section F, for \$1,873.56 for services performed, presented and referred to that Committee at the meeting held June 24, 1896, (page 3391 of the Proceedings) the report setting forth that a settlement had been agreed upon, by the parties in interest, in accordance with the form of order, acceptance, and waiver of notice of lien transmitted herewith, and recommending that the President be authorized to accept said order; and the report was read.

Mr. Jones, seconded by Mr. Boldenweck, moved that the report be approved, printed, the recommendations made therein concurred in, with enclosure filed, and the President authorized to sign acceptance, as set forth in the report.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is the

THE REPORT:

“CHICAGO, August 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary, to whom was referred the claim of Shailer and Schniglau Company against Weir, McKechney and Company (page 3391 of Proceedings), would respectfully report that they have considered said claim in committee and were attended at the hearing by representatives of both claimant and Messrs. Weir, McKechney and Company, and a settlement was agreed upon between said parties and arranged in the form of an order by Weir, McKechney and Company, addressed to the Board of Trustees of the Sanitary District of Chicago, for the payment six months after July 6, 1896, of eighteen hundred seventy-three and fifty-six one-hundredths (\$1873.56) dollars, out of any moneys which may then or may thereafter become due and payable to said Weir, McKechney and Company upon their contract, subject, however to the terms of said contract, and your committee present herewith said order and recommend that the President be authorized to accept the same in the form of acceptance hereto attached.

Respectfully submitted,

(Signed) J. P. MALETTE,
Chairman.
ALEX. J. JONES,
JOS. C. BRADEN,
Committee on Judiciary.”

(One enclosure.)

The following is the

ORDER FOR ACCEPTANCE:

“CHICAGO, July 6th, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Six months after date pay to the order of Shailer and Schniglau Company the sum of eighteen hundred and seventy-three and fifty-six one hundredths (\$1,873.56) dollars, with interest at six per cent per annum, after date,

out of any moneys which may then be, or may thereafter become, due and payable from you to the undersigned Weir, McKechney & Company, upon their contract with you for the excavation and construction of Section F of your Main Drainage Channel, in addition to and inclusive of the 12½ per cent reserved by the terms of said contract.

(Signed) WEIR, MCKECHNEY & Co.
By JOHN MCKECHNEY."

The following is the

FORM OF ACCEPTANCE:

"The above order is accepted upon the conditions that the same is subject to the terms of said contract, and shall in no manner interfere in the operation thereof, and that the District undertakes no liability to said Shailer and Schniglaue Company, which it does not or will not owe to said Weir, McKechney & Company, and that the above order and this acceptance shall not change the relationship between or among any of the parties, Shailer and Schniglaue Company; Weir, McKechney & Company and the Sanitary District of Chicago, until payment is made by said District hereon.

.....
President.

The following is

THE WAIVER OF NOTICE OF LIEN:

"We hereby withdraw all notices of lien given on the above claim, and waive all claims to mechanics lien therefor.

(Signed) SHAILER, SCHNIGLAU Co."

R. A. SHAILER,
Pres't.

REPORTS ON "NOTICE OF CLAIM OF 'C. C. VEHMEYER,' 'ÆTNA POWDER COMPANY,' AND 'TIMOTHY CARROLL,' FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F."

Under the head of unfinished business, the Clerk presented three reports from the Committee on Judiciary, presented and laid over at the meeting held August 5, 1896 (page 3465 of the Proceedings), with reference to, and accompanied by, notice of claim of C. C. Vehmeyer for \$332.42 (report printed on page 3465 of Proceedings); notice of claim of the Ætna Powder Company for \$2,633.77, and notice of claim of Timothy Carroll for \$140.35, all against Messrs. Weir,

McKechney & Company, contractors on Section F, the several reports recommending that said amounts, respectively, be deducted from the current estimate of Messrs. Weir, McKechney & Company, and be retained until the further order of the Board, all as set forth in the reports; and the reports were read.

Mr. Jones, seconded by Mr. Boldenweck, moved that the three reports be adopted, with enclosures filed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

Of those not heretofore printed, the following are

THE REPORTS:

"CHICAGO, August 3, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary to whom was referred the notice of the Ætna Powder Company of claim for lien against Messrs. Weir, McKechney and Company, contractors on Section F, for material furnished amounting to two thousand six hundred thirty-three and seventy-seven one-hundredths (\$2 633.77) dollars (page 3444 of Proceedings), would respectfully report to your Honorable Body that, under the law, the District should retain the amount claimed until the same is admitted or adjudicated, and your committee, therefore, recommend that said amount be deducted from the current estimates of Messrs. Weir, McKechney and Company, and retained until the further order of the Board.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.

ALEX. J. JONES,

JOS. C. BRADEN,

Committee on Judiciary."

(Three enclosures.)

"CHICAGO, July 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Ju-

diciary, to whom was returned the claim of Timothy Carroll against Messrs. Weir, McKechney & Company, for labor, amounting to one hundred, forty and thirty-five one hundredths (\$140.35) dollars (page 3430 of Proceedings), would respectfully report to your Honorable Body that, under the law, the District should retain the amount claimed until the same is admitted or adjudicated, and your Committee therefore recommend that said amount be deducted from the current estimates of Messrs. Weir, McKechney & Company, and retained until the further order of the Board.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) J. P. MALETTE,
Chairman.

ALEX. J. JONES,

JOS. C. BRADEN,

Committee on Judiciary "

(Two enclosures).

REPORTS ON "NOTICE OF CLAIM OF THE 'COLUMBIAN POWDER COMPANY,' 'STREATOR AND THIRD VEIN COAL COMPANY,' AND 'CITIZENS' BREWING COMPANY' FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F."

Under the head of Unfinished Business, the Clerk presented three reports from the Committee on Judiciary, presented and laid over at the meeting held August 5, 1896, (page 3465 of the Proceedings) with reference to and accompanied by notice of claim of the "Columbian Powder Company" for \$660.00, notice of claim of the "Streator & Third Vein Coal Company" for \$299.27, and notice of claim of the "Citizens Brewing Company" for \$999.41, all against Messrs. Weir, McKechney & Company, Contractors on Section F.

On motion of Mr. Jones, seconded by Mr. Mallette, by a unanimous vote, the three foregoing reports were laid over until the next meeting.

REPORT ON "REQUEST OF CEMENT AND MASONRY INSPECTORS FOR ADVANCE OF SALARY."

Mr. Braden, Chairman, presented a report from the Committee on Labor with reference to and accompanied by a communication from J. J. Kearns and others, cement and masonry inspectors on the Main Channel, asking for increase of salary, presented and referred to that Committee at the meeting held August 5, 1896, (page 3466 of the Proceedings)

the report recommending that after a full consideration of the subject the prayer of the petitioners be not granted, and that the communication be placed on file; and the report was read.

Mr. Braden, seconded by Mr. Boldenweck, moved that the report be approved, printed, and, with enclosure, filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE COMMUNICATION:

To the Honorable Board of Drainage Trustees, Chicago:

GENTLEMEN—We, the Inspectors of Cement and Masonry on the Canal, at a meeting decided to call your attention to the following:

First—We work more hours and are paid less than men employed by the city and county in the same line of work. They are paid \$104 per month and work eight hours per day. They are at home with their families, we have to live at the work, therefore under extra expense of separate maintenance.

Second—Our working season is short.

Third—Contractors foremen get \$100 per month, ordinary masons get \$3.00 and \$3.50 per day.

Fourth—We require skill and experience to oversee the proper construction of their work, therefore we ought to be worth at least as much as they. From the knowledge we have of your previous history, as individual members, we feel convinced that as a body you will do us reasonable justice by giving us what you consider a reasonable advance in our present salary.

J. J. Kearns,	M. H. Lyons,
Horace Banyon,	Thos. O'Connor,
John H. Keegan,	L. Levy,
Thos. Daly,	Fred Johnson,
W. J. Rooney,	A. J. McGurran,
John J. Brennan,	John P. Cook,
B. Mayhew,	Thos. O'Connell,
P. H. Greeley,	G. Menswiski,
Hugh Mullen,	Peter E. Schmitt,
Joseph M. Pike,	Thos. H. O'Brien,
L. C. Valle,	M. J. Crowe,
Edward Payette,	Wm. A. Norton,
E. H. Hartwig,	Axel A. Liljigren,

Frank Richter.	W. C. Flannigan,
Frank R. Smith,	W. J. Gorman,
Jas. L. Malone,	Dennis Feeley,
E. J. O'Hare,	H. J. Bourke,
John Gleason,	J. Kozielynski,
Edmund Hartwell,	Mike Callahan,
M. C. Lyneh,	V. Carroll,
M. Morrissey,	Olaf Hero,
Robt. A. Ashfield,	Mike Waldron,
Ed. Kane,	Jas. Fitsimmons,
James O'Toole,	Michall Finan,
G. Hayes,	M. J. Doyle,
Charles McNellis,	M. A. McGraw,
William Corley,	John Courtney,
P. C. McQueeney,	Redmond Walsh,
Geo. Rodgers,	John J. Miller,
M. W. Talty,	Chas. S. Pigott,
F. J. McQuirk,	Daniel H. O'Day,
W. L. Fisher,	Charles Ruf,
Thos. Kelly,	T. B. Munsell,
A. Bothe,	S. T. Hart,
	Fred Pigors.

The following is

THE REPORT:

"CHICAGO, August 10, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Labor to whom was referred the communication of J. J. Kearns and others, cement and masonry Inspectors on the Main Channel, asking for increase of salary (page 3466 of Proceedings), would respectfully report that they have considered the matter contained in said petition and have been attended in the Committee meeting by Messrs. Kearns, Crowe and Kelly, representing all of the said inspectors, and, after a full discussion, concluded as follows:

That the present rate of wages for said Inspectors is seventy-five (75) dollars per month with no deductions for holidays or other loss of time; that in the ordinary course of their employment on the Canal, said Inspectors lose from one-half day to one day per week, occasioned by the moving of derricks used in setting the stone in the wall; that in addition to this loss of time, the men are not charged with any loss occasioned by sickness, or any other cause; that the said price of seventy-five (75) dollars

per month was fixed at the beginning of the work, and, in view of the present financial conditions, is a higher price, relatively, at the present time than when fixed; that all the Inspectors now employed were fully informed as to their duties, the advantages and disadvantages of their position of inspector before entering the employ of the District; that the District would have no difficulty in filling their places for the same salary.

Your Committee, therefore concluded that the District in expending money of the public, in the present existing financial times, ought not to raise the salaries of the Inspectors, and that to do so would be loose, unbusiness-like management of the finances of the District.

Inquiry was made of the said Committee, representing the petitioners whether it would be acceptable to them to place the Inspectors on an eight hour per day basis, with proper allowance for extras and deductions for losses of time. and also if a suggestion to place said Inspectors upon the same wages and rules as stone masons, employed upon the work, would meet with favor, and in both instances said Committee replied unanimously in the negative.

Your Committee, therefore, from a full consideration of the subject, would recommend that the prayer of said petition be not granted and the same placed on file.

Returned herewith is said petition for filing.

Respectfully submitted,

(Signed) JOS. C. BRADEN,
Chairman.
WM. BOLDENWECK,
Committee on Labor."

(One enclosure.)

ADJOURNMENT.

On motion of Mr. Mallette, seconded by Mr. Smyth, the Board then adjourned.

THOS. S. BELL,
Acting Clerk.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

AUGUST 20, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees of
the Sanitary District of Chicago.)*

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto building, Thursday, August 20, 1896, at 1:30 o'clock P. M., pursuant to call.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Kelly and Smyth—five members, were present; Mr. Jones arriving subsequently.

CALL FOR MEETING.

The Clerk read the call for the special meeting, which is as follows:

"CHICAGO, August 19, 1896, }
11 O'CLOCK A. M. }

James Reddick, Esq., Clerk of the Sanitary District of Chicago.

DEAR SIR—Under the rules you will please call a special meeting of the Board of Trustees of the Sanitary District of Chicago for Thursday, August 20, 1896, at 1:30 o'clock P. M., sharp, at the meeting room of said Board in the Rialto building, Chicago, Illinois, for the purpose of approving vouchers for such estimates on the work of construction on the Main Channel, and for any other regular or current expenses which may

be presented at such meeting, and ordering payment therefor, and making such order with reference thereto, or any part thereof, as said Board of Trustees may deem proper, and transact such other

and further business as may come before the meeting.

Very truly yours,

(Signed) B. A. ECKHART,
President Board of Trustees Sanitary
District of Chicago."

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

* Construction Account—

Griffiths & McDermott (Section 1, August 15, 1896).....	\$24,379 95
McArthur Brothers (Section 2, August 15, 1896).....	18,088 12
McArthur Brothers (Section 4, August 15, 1896).....	31,886 88
The Qualey Construction Company (Section 5, August 15, 1896).....	14,298 38
Campbell & Dennis (Section 14, August 15, 1896).....	5,917 62
Wright, Meysenburg, Sinclair & Carry (Section 15, August 15, 1896).....	21,428 75
Heldmaier & Neu (Section A, August 15, 1896).....	15,086 63
Heldmaier & Neu (Section B, August 15, 1896).....	6,355 12
Western Dredging and Improvement Company (Section C, August, 15, 1896).....	4,914 44
E. D. Smith & Co. (Section D, August 15, 1896).....	3,674 59
Angus & Gindele (Section E, August 15, 1896).....	6,561 61
Weir, McKeehney & Co. (Section F, August 15, 1896).....	4 887 59
Gahan & Byrne (Section G, August 15, 1896).....	3,147 52
Gahan & Byrne (Section H, August 15, 1896).....	7,474 71
The Heidenreich Company (Section L, August 15, 1896).....	213 92
Hayes Brothers, et al. (Section N, August 15, 1896).....	2,592 50
McMahon & Montgomery Company, (Section O, August 15, 1896)...	4,976 69
	<u>\$ 175,785 02</u>

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Mr. Boldenweck, seconded by Mr. Smyth, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Smyth—six. Nays—none.

Upon which result the President declared the motion carried.

NOTICE OF CREDITOR'S BILL FILED BY JOHN R. HAGAMAN AGAINST CONTRACTORS ON SECTION E.

The Clerk presented a report in reference to, and accompanied by, notice received from the Attorney of the Board as to the filing of a bill in the Circuit Court of Cook County, Illinois, by John R. Hagaman against Messrs. Angus and Gindele, contractors on Section E, claiming a balance of \$555.15 upon a judgment recovered by claimant against said

contractors, setting forth that service had been had upon the District, and that it was the opinion of the Attorney that any indebtedness of the District due, or to become due, to said contractors would be subject to lien on said date, and suggesting that the amount of \$816.65, as set forth in the report, be retained to cover the amount of the judgment with costs and probable costs in said proceeding, and the report was read.

Mr. Boldenweck, seconded by Mr. Jones, moved that the report be received, printed, and with enclosure filed, and that the Clerk be authorized to retain the amount of \$816.65, as suggested in the report, from the current estimate for Angus & Gindele until the further order of the Board.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Smyth—six. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, August 20, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN: I desire to bring to the attention of your Honorable Body the fact that the Sanitary District of Chicago has been made a party defendant in a creditor's bill proceeding in the Circuit Court of Cook County, number 160,436, at the suit of John R. Hageman against John Angus and George Gindele, wherein the complainant claims an unsatisfied balance of \$555.15, with costs of \$11.50, upon a judgment alleged to have been recovered against said Angus and Gindele; service was had in said suit upon the District on the 13th day of August, 1896, and I am advised by the Attorney that any indebtedness of the District due or to become due to said Angus and Gindele will be subject to the lien of the proceedings on said date; that the costs of said proceedings may aggregate \$250.00; that in order to respond to any decree which the court may enter in said case, it may be necessary to withhold payment to Angus and Gindele of any indebtedness due or to become due at the time of said service. I therefore bring these matters to the attention of your Honorable Body, in order that you may, if you deem advisable, pass a proper order withholding the sum of \$316.65, the amount of the judgment, costs and probable costs in said creditors' bill proceedings.

Very respectfully,

(Signed) JAS. REDDICK,
Clerk Sanitary District of Chicago."

(One enclosure.)

REPORTS ON "NOTICE OF CLAIM OF THE 'COLUMBIAN POWDER COMPANY,' 'STREATOR & THIRD VEIN COAL COMPANY,' AND 'CITIZENS' BREWING COMPANY' FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F."

Under the head of unfinished business, the Clerk presented three reports of the Committee on Judiciary, laid over at the meeting held August 12, 1896, (page 3475 of the Proceedings) with reference to, and accompanied by notice of claim of the Columbian Powder Company for \$860.00, notice of claim of the Streator & Third Vein Coal Company for \$299.27, and notices of claims of the

Citizens' Brewing Company for \$999.41, all against Messrs. Weir, McKechney & Company, contractors on Section F, the several reports recommending that said amounts respectively be deducted from the current estimate of Messrs. Weir, McKechney & Company and be retained until the further order of the Board, all as set forth in the reports.

Mr. Jones, seconded by Mr. Smyth, moved that the three reports be approved, printed, with enclosures filed, and the recommendations made in the reports concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Smyth—six. Nays—none.

Upon which result the President declared the motion carried.

The following are

THE REPORTS:

"CHICAGO, July 21, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary, to whom was referred the notice of the Columbian Powder Company of claim for lien against Weir, McKechney & Co., contractors on Section F, for material furnished, amounting to six hundred sixty (\$660.00) dollars (page 3430 of Proceedings), would respectfully report to your Honorable Body that, under the law, the District should retain the amount claimed until the same is admitted or adjudicated, and your Committee therefore recommend that said amount be deducted from the current estimates of Messrs. Weir, McKechney & Co., and retained until the further order of the Board.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.

ALEX. J. JONES,

JOS. C. BRADEN,

Committee on Judiciary."

One enclosure.)

"CHICAGO, August 3, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN: Your Committee on Ju-

diciary would respectfully report to your Honorable Body that there has been served upon the District, and filed with the Clerk, a notice of claim for lien against Messrs. Weir, McKechney & Co., by the Streater and Third Vein Coal Company, for furnishing coal in the amount of two hundred ninety-nine and twenty-seven one-hundredths (\$299.27) dollars, and your committee recommend that said amount be deducted from the current estimate of Messrs. Weir, McKechney & Co., and retained until the further order of the Board.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.

ALEX. J. JONES,

JOS. C. BRADEN,

Committee on Judiciary."

(Three enclosures.)

—
"CHICAGO, August 5, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk two notices of claim for lien against Messrs. Weir, McKechney & Co. for labor, one in the amount of six hundred fifty-nine and eighty one-hundredths (\$659.80) dollars, and one for three hundred thirty nine and sixty-one one-hundredths (\$339.61) dollars, in the form of claims assigned to the Citizens' Brewing Company, and your Committee recom-

mend that said amount, in all nine hundred ninety-nine and forty-one one-hundredths (\$999.41) dollars, be deducted from the current estimate of Messrs. Weir, McKechney & Co., and retained until the further order of the Board.

Returned herewith are said notices for filing.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.

ALEX. J. JONES,

JOS. C. BRADEN,

Committee on Judiciary"

(Four enclosures.)

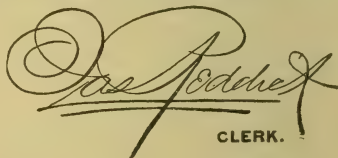
NOTICE OF CLAIM OF THE "ÆTNA POWDER COMPANY FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION E."

The Clerk presented a communication from the Ætna Powder Company, by Paden & Gridley, its attorneys, with reference to its claim against Messrs. Angus & Gindele, contractors on Section E, for powder furnished, amounting to \$300.00.

On motion of Mr. Jones, seconded by Mr. Carter, by unanimous consent, the communication was referred without printing to the Committee on Judiciary.

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Smyth, the Board then adjourned.


CLERK.

PROCEEDINGS

—OF THE—

BOARD OF TRUSTEES

—OF THE—

SANITARY DISTRICT OF CHICAGO.

AUGUST 26 AND SEPTEMBER 2, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-first regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, August 26, 1896, at 1:30 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Braden, Eckhart and Kelly—three members, were present. No quorum.

At 2 o'clock P. M., there still being no quorum present, on motion of Mr. Kelly, seconded by Mr. Braden, the Board then adjourned to meet Wednesday, September 2, 1896, at 1:30 o'clock P. M.



CLERK.

OFFICIAL RECORD.

(Published by authority of the Board of Trustees of the Sanitary District of Chicago.)

ADJOURNED MEETING.

The adjourned session of the three hundred and twenty-first regular meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Wednesday, September 2, 1896, at 1:30 o'clock P. M., pursuant to motion.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight members, were present.

MINUTES.

The minutes of the regular meetings held August 12 and 26, 1896, and of the special meeting held August 20, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Smyth.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Engineering Department, Chief Engineer's roll (August, 1896).....	\$ 1,216 67
Engineering Department, Division of Construction (August, 1896)...	4,812 80
Engineering Department, Division of Drafting and Designing (August, 1896).....	2,787 30
Engineering Department, Division of Records (August, 1896).....	826 77
Engineering Department, Special Service (August, 1896).....	3,337 40
Engineering Department, Special Service (August, 1896).....	2,624 90
Engineering Department, Special Service (August, 1896).....	1,500 00
Engineering Department, Discharged Men (August, 1896).....	872 50
	<hr/>
	\$ 17,978 34
Clerical Department, Clerk's roll (August, 1896).....	833 34
Law Department, Attorney's roll (August, 1896).....	\$ 1,065 00
Law Department, Joliet roll (August, 1896).....	458 34
	<hr/>
	\$ 1,523 34
Treasury Department, Treasurer's roll (August, 1896).....	166 67
General Account, General roll (August, 1896).....	\$ 50 00
General Account, Towpath roll (August, 1896).....	60 00
General Account, Trustees' roll (August, 1896).....	2,333 34
	<hr/>
	\$ 2,443 34
Police Department, Marshal's roll (August, 1896).....	3,471 65
Pumping Plant, Section 3 roll (August, 1896).....	808 60
Pumping Plant, Section 14 roll (August, 1896).....	585 00
	<hr/>
Total	\$ 27,810 28

ENGINEERING DEPARTMENT.

P. F. Pettibone & Co. (stationery).....	\$ 77 68
Sweet, Wallach & Co. (photo supplies).....	1 72
Treleavan Optical Company (photo supplies).....	7 68
W. H. Salisbury & Co. (rubber finger tips).....	3 50
H. S. Norton (rent—Lemont).....	18 00
O. W. Moon (rent—Lockport).....	20 00
J. R. B. Van Cleave, City Clerk (copies of ordinances, etc.)	200 00
Thos. T. Johnston (traveling).....	9 00
E. R. Shnable (traveling).....	36 88
Chas. L. Harrison (traveling).....	52 31
	<hr/>
	\$ 426 77

LAW DEPARTMENT.

Chicago Telephone Company (toll service).....	7 90	
W. M. McEwen (expense).....	200 47	
		\$ 208 37

GENERAL ACCOUNT.

Chicago Edison Company (electric lighting)	27 95
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PUMPING PLANT—SECTION 3.

T. C. Loucks & Co. (coal).....	\$ 129 15	
James W. Ellsworth & Co. (coal).....	64 20	
Chicago and Alton Railroad Company (freight).....	242 77	
		\$ 436 12

PUMPING PLANT—SECTION 14.

Delaney Oil and Grease Company (oil).....	\$ 33 66	
T. C. Loucks & Co. (coal).....	24 00	
Chas. L. Harrison (freight, etc.).....	15 85	
		\$ 73 51
Total.....		\$ 28,983 00

ENGINEERING DEPARTMENT.

**Construction Account—*

Christie & Lowe (extra work, Section K, July 8, 1896).....	\$ 41 79	
The P., C., C. & St. L. Ry. Co., (extra work, Section O, August 11, 1896)	836 89	
Wright, Meysenburg, Sinclair & Carry (foundations for walls, Section 15).....	4,361 80	
		\$ 5,240 48
Grand total.....		\$ 34,223 48

*Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 946, Police Department (for sundry supplies.....	\$ 52 00
No. 1072, Clerical Department (for stationery and printing)...	26 50
Total.....	\$ 78 50

Mr. Boldenweck, seconded by Mr. Mallette, moved that Requisition No. 946, for the Police Department, and Requisition No. 1072, for the Clerical Department,

as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

PRESIDENT'S MESSAGE ON EXECUTION OF FINAL AGREEMENT WITH THE RAILROAD COMPANIES OF THE "SANTA FE SYSTEM."

The President presented a message with reference to the execution of the contract between the District and the Atchison, Topeka & Santa Fe Railroad Company in Chicago, the Chicago, Santa Fe & California Railway Company, and the Atchison, Topeka & Santa Fe Railway Company, for the settlement of the various questions between the District and said Company, and the message was read.

By a unanimous vote, on motion of

Mr. Boldenweck, seconded by Mr. Mallette, the action of the President and Clerk were approved, the agreement ratified and confirmed as executed, and the message ordered printed and filed.

The following is

THE MESSAGE :

"CHICAGO, September 2, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your President begs leave to report that in the matter of the execution of the contract between the District and the Atchison, Topeka and Santa Fe Railroad Company in Chicago, the Chicago, Santa Fe and California Railway Company and the Atchison, Topeka and Santa Fe Railway Company for settlement of the various questions between the District and said companies of the Santa Fe system of railways along the line of the Main Channel, as authorized by your Honorable Body, at the meeting of May 29, 1896, (page 3359 of Proceedings), said contract has been duly executed and acknowledged by the respective officers of said railway companies and by the President and Clerk of said District under the several respective seals of said companies and said District.

The contract, as executed, is the same as printed in the Proceedings of the Board of May 29, 1896, with a few slight corrections of typographical errors, and the insertion of proper descriptions, as prepared by the Engineering Department, of the various real estate involved with its acreage, and the several maps and drawings illustrating the provisions of the contract, prepared by the Engineering Department, were duly attached and made a part of the agreement before execution.

A duplicate original executed copy of said contract was duly delivered to the solicitor for said railway companies and a like duplicate retained for the Sanitary District; I therefore, return such duplicate contract and recommend that the same be ratified and confirmed in its form as executed.

(Signed) B. A. ECKHART,
President Board of Trustees of the Sanitary District of Chicago."

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending Au-

gust 15 and 22, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, August 26, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the weeks ending August 15 and August 22, 1896, as the same have been reported to me:

	August 15.	August 22.
Engineering Department	189	189
Pumping plants.....	19	19
Clerical Department.....	4	4
Law Department.....	6	6
Treasury Department.....	1	1
Police Department.....	43	43
Telephone operator.....	1	1
Towpath force.....	1	1
Total employes.....	264	264

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.

RELEASE OF "CLAIM OF ÆTNA POWDER CO. FOR MECHANICS' LIEN AGAINST CONTRACT ON SECTION F."

The Clerk presented a report in reference to the claim of the Ætna Powder Company for \$2,633.77 against Messrs. Weir, McKechney & Co., contractors on Section F, stating that a settlement between the parties had been reached, the claim for lien released, and the amount previously ordered withheld had been paid to Weir, McKechney & Co., said report being accompanied by a release from the Ætna Powder Company, by Messrs. Paden & Gridley, its attorneys; and the report was read.

By unanimous consent the report was received, ordered printed, with accompanying release filed, and the action of the attorney, referred to in the report, concurred in.

The following is

THE REPORT:

"CHICAGO, Sept. 2, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to re

port that in the matter of the claim of the Aetna Powder Company against Messrs. Weir, McKechney & Company for materials furnished on Section F, for two thousand six hundred thirty-three and seventy-seven one-hundredths (\$2,633.77) dollars, ordered withheld at the meeting of your Honorable Body of August 12, 1896, (page 3475 of Proceedings) that said claim has been settled by said Messrs. Weir, McKechney & Company, and said Aetna Powder Company has filed a withdrawal and release of the lien notice heretofore served upon the District for said claim, and said amount of two thousand six hundred thirty-three and seventy-seven one-hundredths (\$2,633.77) in the form of a tax warrant on the tax levy of 1896, has been delivered by me to said Messrs. Weir, McKechney & Company and in turn by them delivered to said Aetna Powder Company in payment of said claim.

Very respectfully yours,

(Signed) JAMES REDDICK,
Clerk Sanitary District of Chicago."

(Accompanied by release.)

OBSTRUCTIONS TO CONTRACTORS ON SECTION 14.

The Clerk presented a report from the Chief Engineer with reference to, and accompanied by, a communication from Messrs. Campbell & Dennis, and correspondence in reference thereto, in regard to obstructions on their work, left on Section 14 by Messrs. Smith & Eastman; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report, with enclosures, be referred to the President, Attorney and Chief Engineer, with power to act.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, August 31, 1896.

The Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I submit herewith for your information a letter received from Messrs. Campbell & Dennis relating to certain boilers and other machinery left

on the berm on Section 14 by Smith & Eastman; also Smith & Eastman's letter to Campbell & Dennis, and copy of my letter to Smith & Eastman on the same subject.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."
(Three enclosures.)

AUTHORIZATION OF EXPENDITURE FOR EIGHT TRACK BRIDGE AT CAMPBELL AVE. AND 31ST STREET, OBSERVATION TOWERS AT CONTROLLING WORKS, AND EXTRA WORK ON SECTIONS 11 AND 6.

The Clerk presented a report from the Chief Engineer, asking authorization of the expenditure of the following items: \$500 for professional services in connection with eight-track bridge at Campbell avenue and Thirty-first street; \$240.35 for erecting observation towers at Controlling Works; \$55.18 for extra channeling on Section 11, and \$558.59 for concrete foundation beneath retaining wall on Section 6, all as set forth in the report; and the report was read.

By unanimous consent, on motion of Mr. Mallette, seconded by Mr. Braden, the report was referred to the Joint Committee on Engineering and Finance.

The following is

THE REPORT:

"CHICAGO, Sept. 1, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The following bills, for which there is now no authorization, will come before you and I ask your approval of them:

W. L. Stebbings, for professional services in connection with eight track bridge at Campbell avenue and Thirty-first street, \$500.00.

Christie & Lowe, for erecting observation towers at controlling works, \$240.35.

Mason, Hoge & Co., for extra channeling on Section 11, \$55.18.

Mason, Hoge & Co., for concrete foundation beneath retaining wall on Section 6, as per my instructions, \$558.59.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

MONTHLY REPORT FROM ENGINEERING
DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of July, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, August 25, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I herewith transmit the reports of the Divisions of Construction, and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of July, 1896; also a classified statement of expenses to August 1st, 1896.

The expenses for the month of July were as follows:

Salaries.....	\$ 18,725 21
Supplies, etc.....	4,374 91
Contractors' estimates, regular.....	345,946 82
Contractors' estimates, collateral.....	5,020 31
Total.....	<u>\$ 374,067 25</u>

I estimate the expenses of this Department for the month of August will be \$325,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

"CHICAGO, August 13, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of July was as follows:

The work on the regulating works and tail race was continued. The construction of the regulating works was fairly inaugurated, involving the inspection of the various materials to be used. Many rejections were made, especially of cement. The details of field erection of the various parts of the structure were determined, with the result that at the end of the month the work was progressing favorably.

Survey of the North Branch was nearly completed to Irving Park boulevard.

Work was continued on design for bridge at LeMoyne.

Miscellaneous work was done pertaining to plans for improving the South Branch, inspection of Main Channel and improvement of Stock Yards Slips.

Some time was given to hydraulic data pertaining to the Chicago, Desplaines and Illinois Rivers and Lake Michigan.

The testing cement for use in the retaining walls and regulating works was continued, as was also the work of preparing record photographs and maintenance of water gauges.

The regular platting was continued on the following maps: The watershed map of Chicago and vicinity, the two contour maps between Lemont and Lockport and the 200 foot scale map of the Chicago River.

The following drawings were made:

Profile of the Desplaines river at Bridge No. 5. Three tracings of drawings of North Branch of Chicago River, plan of trestle at Romeo road; map of lots 24-25 Sanger & Talcott's sub. at Lemont; map and tracing of Panhandle tracks at 31st street; index map for North Branch Survey; map showing excavation near Belt Railway; five copies of Exhibits A, B, C and D, and profiles contract with A., T. & S. F. R. R.; tracing foundation Bear Trap Dam, and two profiles proposed change of grade of C. & N. P. R. R.

Expenses for August will be approximately the same as for July.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer."

"CHICAGO, August 20, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—Herewith is presented my report of the work of construction for the month of July.

The work done comprised the excavation of 536,460 cubic yards of glacial drift, 135,462 cubic yards of solid rock and the building of 41,430 cubic yards of retaining wall masonry of the value of \$345,946.82.

Rain fell on five different days and the temperature varied between 60° and 98° F.

Section O continued its work in the manner previously reported, though with a somewhat increased plant, its output amounting to 62,234 cubic yards of glacial drift excavation. About 13,261

yards of this material was dredged and taken out into the lake on the dump scows; 23,123 yards hauled on cars and deposited in the Lake Front, and the balance was disposed of in grading roadways, filling up low places, etc.

At the Pan Handle Railroad crossing the pile foundations were capped and several plate girders of 80-foot span were put in place.

Section N returns an estimate of 18,032 cubic yards of excavation, of which 1,341 yards were taken out with wheel scrapers that averaged 29 yards per shift, and 16,691 yards were handled with an Osgood steam shovel in 17½ shifts, an average of about 954 yards per shift.

Sections M and L continued the work of trimming up the slopes, removing about 5,748 yards from the two sections.

Sections I and K also continued to remove slides and trim slopes, the quantity of material excavated amounting to 5,441 cubic yards.

Section H returns an output of 57,513 cubic yards, of which the Mason & Hoover conveyor handled 20,753 yards in 24½ shifts, averaging 847 yards per shift, and 36,760 yards were taken out with a steam shovel and incline in 50½ shifts, an average of 728 yards per shift.

Section G continued work with the usual appliances until the 22nd, when the steam shovel and belt conveyor were taken out of service, after having moved 16,121 cubic yards of material in 42½ shifts, an average of 379 yards per shift. The steam shovel and incline plant handled 23,992 cubic yards in 51 shifts, averaging a little over 470 yards per shift, making the total output for the month 40,113 cubic yards.

Section F operated both steam shovels and bridge conveyors day and night shifts of 10 hours each throughout the month, a total of 90 shifts, excavating 35,773 cubic yards, an average of about 397 yards per shift.

Section E employed three steam shovels and inclines, excavating 52,411 cubic yards of material in 100 shifts, an average of about 524 yards per shift.

Section D employed a force of laborers during the whole month in trimming the slopes. The total output was 12,985 cubic yards of glacial drift and 5,962 yards of solid rock. Eight thousand eight hundred and seventy-one cubic yards of glacial drift was excavated with a steam shovel and car plant in 45 shifts, an

average of 197 yards per shift. The balance of the glacial drift (4,024 yards) and the 5,962 yards of solid rock were taken out with a Lidgerwood cableway in 25 shifts, an average of nearly 400 yards per shift.

Section C returns an estimate of 40,900 cubic yards of glacial drift, which was excavated by four steam shovels. They were operated a total of 97 shifts, averaging about 422 cubic yards each per shift.

Section B is credited with an output of 50,600 cubic yards of glacial drift. This material was handled by two steam shovels in 94 shifts—an average of a little more than 535 cubic yards each.

Section A continued operation with the same plant as in the preceding month, but with considerable better results. The total quantities excavated amount to 99,500 cubic yards, all of which was glacial drift. One thousand nine hundred yards of this material was moved by team forces and the remaining 97,600 yards as follows.

Steam Shovel.	Number Shifts.	Cubic Yards Excavated.	Average per shift.	Method of Handling.
No. 45	35½	13,200	372	Steam Hoist.
No. 59	48	31,900	665	Steam Hoist.
No. 1	37½	22,600	603	Gould's Conveyor.
No. 2	40	20,300	508	Gould's Conveyor.
No. 61	17½	2,300	131	Steam Hoist.
Sloping shovel	27	7,300	270	Deposited in revetment.
Total.	205½	97,600	475	

Section 1 returns an estimate of 69,000 cubic yards of excavation and 5,590 cubic yards of retaining wall masonry. Of the material excavated 40,500 yards were glacial drift and 28,500 yards solid rock—29,100 yards of the glacial drift were taken out by two steam shovels in 54½ shifts, averaging 534 yards each per shift. The remaining 11,400 yards were handled by manual labor.

Twenty-two thousand nine hundred yards of the solid rock were handled by two Brown cantilevers in 69½ shifts, averaging 320 yards each per shift. The balance, 5,600 yards, were taken out by quarry forces for use in the retaining walls. Four setting derricks were employed 85 shifts in laying the masonry, averaging nearly 69 cubic yards per shift.

Section 2 yields an output of 21,100 cubic yards of solid rock and 8,380 cubic yards of masonry laid in retaining walls. Twelve thousand seven hundred yards

of the rock excavation were handled by two cableways in 62 shifts, an average of 205 yards each per shift. Eight quarry derricks and seven setting derricks were employed in the masonry work. The setting derricks were engaged 124 shifts, averaging nearly 68 cubic yards of masonry per shift. There were also moved about 4,800 yards of glacial drift stripping by a cableway in 21 shifts—an average of about 228 yards per shift.

Section 3 is practically completed.

Section 4—About 14,300 cubic yards of solid rock were excavated during the month by two cableways and quarry forces, but as the cableways moved both solid rock and glacial drift outside the 80-foot lines, no accurate average can be obtained.

There were employed in the masonry work 11 setting derricks, 13 quarry derricks, 13 steam drills, 22 stone cars and 20 stone skips.

Fifteen thousand one hundred cubic yards of retaining wall masonry were laid, with 11 setting derrick in 199 shifts, an average of about 76 cubic yards each per shift.

Section 5—The work done on this section during the month shows 42,600 cubic yards of excavation, of which 10,000 yards were glacial drift, and 32,600 yards solid rock. There were also 3,820 cubic yards of retaining wall masonry laid, in which the setting derricks averaged about 55 cubic yards each per shift.

The glacial drift excavation is completed, and the last steam shovel was removed from the pit on the 20th.

Sections 6 to 13 Inclusive—Excavation completed, with the exception of the Santa Fe Railroad right of way across the Channel on Section 8.

Section 14—The concrete retaining walls and back filling are progressing fairly on this section. The estimate shows 1,000 cubic yards of foundation excavation, 800 cubic yards of concrete masonry, and 25,100 cubic yards of back filling. Considerable time was consumed in building concrete mixers and providing other appliances, and now, the plant being fairly installed, much improvement may be expected.

Section 15 continued the work of excavation with two steam shovels that took out 30,500 yards of solid rock in 84 shifts, an average of about 363 yards per shift. About 1,500 yards of rock were also excavated for the concrete crusher, making a total of about 32,000 yards of solid rock excavation.

One Gates' rock crusher and three screw mixers were employed day and night upon the concrete work; 7,740 cubic yards of concrete masonry were laid in 103 shifts—an average of 75 cubic yards per shift. A force was also employed in excavating foundations for the retaining walls.

Regulating Works—The preparation of foundations continues and the erection of several piers has been commenced, with the work in a very satisfactory condition.

Respectfully submitted,

(Signed)

U. W. WESTON,

Supt. of Construction."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF JULY, 1896.

	Eng. Expenses.		Construction.		Total for Month.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses.	Construction	Eng. Expenses.	Construction
Preliminary Sundries.....							\$120,633 75	
Locating Route, Main Channel.....							82,222 04	
borings and Test Pits.....							17,461 50	
Maps, Plans, etc., for General Use of Sanitary District.....	\$ 238 50	\$ 14 82			\$ 253 02		43,368 38	
Chicago River Survey.....	1,282 80	50 95			1,333 75		44,838 63	
Right of Way.....	101 10	56 50			157 60		22,534 06	
Flood Measurements.....	492 10	54 82			546 92		22,533 51	
Disposal Works at Lockport.....	492 10	39 45			531 55		27,977 82	1,632 25
Regular Construction.....	12,857 12	365 15	\$345,946 82		13,222 27	\$345,946 82	418,916 57	14,047,180 00
Extra Work—Main Channel.....				\$3,535 00		3,535 00	9,723 42	17,362 95
Levees, Trestles, Embankments, etc.....							1,013 75	201,985 25
Spillway.....							1,754 91	20,518 41
Low Path.....							5,246 04	
Western Stone Company's Bridge over Desplaines River, Sec. 10.....							1,157 05	19,020 05
Stephens Street Bridge over Desplaines River, Sec. 8.....							985 66	22,329 80
A., T. & S. Fe R. R. Co.'s Bridge over Desplaines River, Sec. 8.....	106 00				106 00		770 72	18,738 80
A., T. & S. Fe R. R. Co.'s Bridge over I. & M. Canal, Sec. A.....							297 74	
Mt. Forest Foot Bridge over I. & M. Canal, Sec. A.....	106 00				106 00		32 17	
A., T. & S. Fe R. R. Co.'s Bridge over Desplaines River, Sec. F.....	106 00				106 00		297 75	
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. G.....	106 00				106 00		297 75	
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. H.....	106 00				106 00		152 97	2,455 63
Western Ave. Tem. Bridge and Roadway over Main Channel, Sec. O.....	436 45	2 62			439 07		839 07	3,984 54
Southwest Boulevard Bridge over Main Channel, Sec. O.....	223 60	140 22			363 82	1,485 31	2,130 52	1,485 31
Pan Handle R. R. Co.'s Bridge over Main Channel, Sec. O.....	281 25	13 00			294 25		617 50	7,756 19
Elgin, Joliet & E. R. R. Co.'s Bridge over Desplaines River, East of Joliet.....				1,485 31			2,050 13	
Repairing and Moving Bridges.....							2,339 43	
Office Building at Sag.....								781 63
Saving of Building Sand.....	1,110 00	71 93			1,181 93		14,501 39	
Mortar, Sand and Cement Tests.....								11,226 00
Saving of Dimension Stone.....							1,496 75	
Erosion Test.....							937 60	
Temporary Sanitary Relief.....	125 00	13 83			138 33		5,012 97	
Photographs of Works.....	100 00				100 00		1,339 64	
Public Reports.....							5,283 82	
Remasurement of Main Channel.....							1,796 36	
Effect of Main Channel Water on Lake Levels.....							71,947 33	
General Account.....	965 79	3,552 42			4,518 21		5,227 58	
Pumping Plant.....								
Totals.....	\$18,725 21	\$4,374 91	\$345,946 82	\$5,020 31	\$23,100 12	\$350,967 13	\$886,136 78	\$14,711,089 73

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS.	Done, as Per Vouchers, to July 31st.		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.	\$865.130		
N	Hayes Bros. et al.	220,318		
M	The Heidenreich Co.	725,237		
L	The Heidenreich Co.	1,095,440		
K	Christie & Lowe	1,120,420		
I	Christie & Lowe	1,151,500		
H	Gahan & Byrne	808,143		
G	Gahan & Byrne	1,140,153		
F	Weir, McKechney & Co.	831,358		
E	Angus & Gindele	1,178,389		
D	E. D. Smith & Co.	1,850,895	5,962	
C	Western Dredging and Improvement Company	1,577,863		
B	Heldmaier & Neu	1,450,714		
A	Heldmaier & Neu	1,659,275	674	
1	Griffiths & McDermott	1,091,566	296,740	19,460
2	McArthur Bros.	721,600	437,900	32,210
3	Gilman & Co.	424,610	756,900	13,820
4	McArthur Bros.	1,094,800	211,100	45,070
5	Qualey Construction Company	896,900	255,600	42,450
6	Mason, Hoge & Co.	681,100	540,500	28,500
7	Mason, Hoge & Co.	181,300	886,000	5,800
8	Mason, Hoge, King & Co.	49,600	1,139,200	2,874.9
9	Halvorson, Richards & Co.	76,691	1,003,200	
10	E. D. Smith & Co.	31,743	1,141,191	
11	Mason, Hoge & Co.	44,032	989,050	
12	Mason, Hoge & Co.	44,030	997,417	9,286.44
13	Mason, Hoge & Co.	33,810	1,033,365	10,838
14	Smith & Eastman	376,100	1,016,200	
	Campbell & Dennis		4,400	800
15	Wright, Meysenburg, Sinclair & Carry	32,100	536,490	20,760
	Christie & Lowe		600	
Totals		\$21,454,817	11,251,849	231,869.34

	Cubic Yards
Main Channel, glacial drift	\$21,454,817
Main Channel, solid rock	11,251,849
River Diversion, glacial drift	1,154,290
River Diversion, solid rock	226,553
Retaining wall	231,869.34

Total estimated value of regular contracts	\$18,462,283.93
Total value of work done to July 31, 1896, inclusive, as per vouchers	16,031,712.36

Total value of work remaining to be vouchered \$ 2,430,571.57

ON REGULAR CONTRACTS JULY 31, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.			
896, Inclusive.						Work Done in July, 1896, as per Vouchers.	Total Work Done to July 31, 1896, Inclusive as per Vouchers.	Estimated Work Remaining to be Vouchered.	
Estimated Remaining to be Done.									
RIVER DIVERSION.									
MAIN CHANNEL.									
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.					
		\$788,615			50.15	\$ 13,069 14	\$ 180,527 65	\$ 164,197 30	
		893,525			19.78	4,147 36	50,673 14	205,510 75	
		3,283			99.55	923 99	157,376 43	712 41	
		7,931			99.30	293 53	215,801 68	1,562 41	
		35,533			96.93		280,105 00	8,883 25	
		3,517			99.69	1,360 25	287,875 00	879 25	
		268,955			75.03	16,678 77	234,361 47	77,996 95	
		223,589			63.61	11,231 64	319,242 84	62,604 92	
		257,901	16,724		75.17	10,553 04	253,834 34	91,132 39	
158,234		637,309	78,765		62.20	14,150 97	346,833 30	227,208 93	
95,718		25,579	131,732		92.19	8,933 97	494,845 22	128,614 54	
		309,518			83.60	9,611 50	408,994 00	75,889 50	
162,537		126,114			92.00	13,662 00	449,064 00	34,050 78	
212,486		917,333	3,514		64.32	30,471 88	*548,022 33	283,713 81	
128,425		164,208	266,841	34,935	76.31	56,385 50	744,781 56	385,229 53	
5,876			27,707	7,500	97.67	48,610 00	825,110 98	48,415 60	
29,516			3,000		99.75		836,680 70	2,280 00	
		5,200	29,575	15,000	97.40	64,290 00	852,386 54	78,708 00	
		17,000	124,000	11,000	89.10	39,476 00	593,895 50	132,160 00	
		2,148	18,542		98.32		704,201 50	14,669 49	
117,100		421	14,274		98.64		774,261 42	10,674 97	
97,917	43,000		21,846		98.15		961,278 70	18,346 09	
57,902	96,900		569		99.95		814,984 61	443 28	
40,741	16,894		699		99.94		975,087 60	559 20	
30,313	58,276		661		99.94		807,983 27	547 44	
5,756	11,483		600		99.94		839,793 54	475 50	
11,739			300		99.97		819,163 94	224 25	
		4,065	225		99.69		850,982 00	1,140 13	
			4,000	22,700		6,086 00	8,498 00	72,384 00	
		3,900	103,210	16,640	84.16	45,196 00	393,212 10	118,210 90	
							1,854 00	183,146 00	
1,154,260	226,553	\$4,691,114	846,784	107,775	85.64	\$395,121 54	\$16,031,712 36	\$2,430,571 57	

Total value of regular contract work done to July 31, 1896, inclusive, as per vouchers.. *\$16,031,712 36

Total value of collateral contract work done to July 31, 1896, inclusive, as per vouchers +686,639 32

Total value of all construction work done to July 31, 1896..... \$16,718,351 68

Reserved percentages, regular contracts..... \$2,002,655 10

Current estimate, regular contracts..... 174,725 25

Reserved and current collateral contracts..... 4,615 25

2,181,995 60

Total paid for construction work to July 31, 1896, inclusive..... \$14,536,356 08

*Overhaul to Section 1 not included.

†Overhaul to Section 1 included.

‡Including 104,514 cubic yards Collateral Channel.

§Including 37,495 cubic yards Collateral Channel.

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of August, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"Balance on hand at date of last report.....	\$ 346,255.53
Received from Sanitary District tax account, County Treasurer....	\$ 300,000.00
National Bank of Illinois, interest for August.....	87.40
Ft. Dearborn National Bank, interest for August.....	84.93
Globe National Bank, interest for August..	90.31
Metropolitan National Bank, interest for August.....	90.53
Chicago National Bank, interest for August...	85.10
Garden City Banking & Trust Company, interest for August.....	79.84
Total cash received for month.....	\$ 300,518.11
	\$ 648,563.50
Withdrawn from tax warrant account.....	1,789.86
	\$ 648,563.50
Total cash disbursed during month as per annexed schedules, viz:	
Clerical Department....	\$ 853.83
Tax account.....	91.00
Treasury Department..	166.67
Engineering Department	19,131.21
Engineering—Construction Department—for warrants issued against tax levy of 1895	301,789.86
Interest Account.....	7,358.04
Law Department.....	3,756.33
Law Department—Land Account	1,000.00
Police Department.....	3,554.94
General Account.....	4,895.63
Pumping plant—Sec. 3..	1,123.52
Pumping plant—Sec. 14.	8,653.13
	\$ 352,374.16
Balance this date, in banks as per schedule endorsed hereon.....	* \$ 296,189.34

*Of the \$296,189.34 on hand, \$185,195.06 is the balance of the appro-

priation of \$200,000.00 made by ordinance of July 8, 1896, for the payment of District bonds and interest, leaving the net available cash balance this date..... \$110,994.28

(Signed)/ MELVILLE E. STONE,
Treasurer.

CHICAGO, August 31st, 1896."

SCHEDULE:

Chicago National Bank.....	\$ 50,138.08
Fort Dearborn National Bank.....	50,622.08
Metropolitan National Bank.....	53,359.95
Globe National Bank.....	42,602.83
National Bank of Illinois.....	51,462.61
Garden City Banking and Trust Company.....	48,003.79
Total... ..	\$296,189.34

REPORT ON NOTICE OF CLAIM OF CRERAR, CLINCH & COMPANY FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to, and accompanied by, a notice of claim of Crerar, Clinch & Company against Messrs. Weir, McKechney & Company, contractors on Section F, for \$1,182.63, for coal furnished, the report recommending that said amount be deducted from the current estimate of Messrs. Weir, McKechney & Company, and be retained until the same is satisfied or until the further order of the Board, all as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, printed, with enclosures filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Sept. 2, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk a notice of claim for a lien by

Messrs. Crerar, Clinch & Co., against Messrs. Weir, McKechney & Co., contractors on Section F, for material alleged to have been furnished to the amount of eleven hundred eighty-two and sixty-three one-hundredths (1,182.63) dollars, and your Committee advise that, under the law, the District should retain the amount claimed until the same is admitted or adjudicated, and your Committee therefore recommend that said amount of eleven hundred eighty-two and sixty-three one-hundredths (\$1,182.63) dollars be deducted from the current estimates of Messrs. Wier, McKechney & Co., and retained until said claim is satisfied or until the further order of the Board.

Presented herewith is said notice for filing.

Respectfully submitted,

(Signed) J. P. MALLETT, *Chairman.*

JOS. C. BRADEN,

ALEX. J. JONES,

Committee on Judiciary."

(Two enclosures.)

REPORT ON NOTICE OF CLAIM OF THE
PHOENIX POWDER MANUFACTURING
COMPANY FOR MECHANIC'S LIEN
AGAINST CONTRACT ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to, and accompanied by, a notice of claim of the Phoenix Powder Manufacturing Company by George W. Brown, its agent and attorney, against Messrs. Weir, McKechney & Company, contractors on Section F, for \$853.90, and interest at 5 per cent per annum from May 18, 1896, for explosives furnished, the report recommending that the sum of \$903.90, being the amount of claim with \$50 added to cover interest charges, be deducted from the current estimate of Messrs. Weir, McKechney & Company, and be retained until the claim is satisfied or until the further order of the Board, all as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, printed, with enclosures filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 2, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk a notice of claim for a lien by the Phoenix Powder Manufacturing Company against Messrs. Weir, McKechney & Company, contractors on Section F, for material alleged to have been furnished to the amount of eight hundred fifty-three and ninety one hundredths (\$853.90) dollars, with interest thereon at the rate of 5 per cent per annum from May 18, 1896, and your Committee advise that under the law the District should retain the amount claimed, with a reasonable amount for interest, until the same is admitted or adjudicated, and your Committee, therefore, recommend that said amount of eight hundred fifty-three and ninetyone-hundredths (\$853.90) dollars, with a further amount of fifty (\$50 00) dollars for interest, in all the sum of nine hundred and three and ninety one-hundredths (\$903.90) dollars be deducted from the current estimates of Messrs. Weir, McKechney & Company and retained until said claim is satisfied or until the further order of the Board.

Presented herewith is said notice for filing.

Respectfully submitted,

J. P. MALLETT, *Chairman.*

JOS. C. BRADEN,

ALEX. J. JONES,

Committee on Judiciary."

NOTICE OF CLAIM OF GARDEN BROTHERS
& SMITH FOR MECHANICS' LIEN AGAINST
CONTRACT ON SECTIONS 12 AND 13.

The Clerk presented a communication from Messrs. Garden Brothers & Smith, sub-contractors, by E. Meers, their attorney, with reference to their claim against Messrs. Mason, Hoge & Company, contractors on Sections 12 and 13, for material and labor furnished amounting in the aggregate to \$16,489.00.

By unanimous consent the communication was referred, without printing, to the Committee on Judiciary.

NOTICE OF CLAIMS OF SUNDRY CREDITORS OF THE HEIDENREICH CO. FOR MECHANICS' LIEN AGAINST CONTRACT ON SECTIONS L AND M.

The Clerk presented a communication from the Anderson Transfer Company et al., by Walter W. Ross, their attorney, with reference to their claims against the Heidenreich Company, contractors on Sections L and M, for material and labor furnished, amounting to \$8,251.55.

By unanimous consent, the communication was referred without printing to the Joint Committee on Judiciary and Finance.

COMMUNICATION FROM CONTRACTORS ON SECTION 1.

The Clerk presented a communication from Messrs. Griffiths & McDermott, contractors on Section 1, which was, by unanimous consent, referred without printing, to the Committee on Judiciary, with power to act.

COMMUNICATION IN REFERENCE TO WESTERN STONE COMPANY BRIDGE ON SECTIONS 9 AND 10, AND NECESSITY FOR DAM AT SECTION 7.

The Clerk presented a communication from the Western Stone Company, with reference to the bridge crossing the Main Channel on Sections 9 and 10, and also setting forth the necessity for a dam behind the north wall of the channel, at Section 7, to prevent overflow of their property.

By unanimous consent, the communication was referred, without printing, to the Joint Committee on Engineering and Finance.

ADDITIONAL EMERGENCY FUND FOR CLERICAL DEPARTMENT.

Mr. Carter presented an order authorizing and directing the Clerk to draw a warrant on the Treasurer, payable to the order of himself, in the sum of five hundred dollars (\$500), said amount to be held as an additional emergency fund for the Clerical Department, as provided in the order; and the order was read.

Mr. Carter, seconded by Mr. Mallette, moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Smyth—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

"*Ordered*, That a warrant be drawn upon the voucher of the Clerk to his order for the sum of five hundred (\$500.00) dollars, to be deposited and held by him as a part of his emergency fund, subject to his order and to be used for the purposes of the Sanitary District of Chicago."

OFFICES TO BE CLOSED ON "LABOR DAY".

Mr. Smyth presented an order directing that the offices of the District be closed on Monday, September 7, 1896, the same being Labor Day, a legal holiday; and the order was read.

Mr. Smyth, seconded by Mr. Jones, moved the adoption of the order.

The motion prevailed unanimously, and the President declared the order adopted, and the offices of the District ordered closed as provided therein.

The following is the

THE ORDER:

"*Ordered*, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed on Monday, September 7, 1896, the same being "Labor Day"—a legal holiday."

PRESENTATION OF BIDS FOR CONSTRUCTING THE SUPERSTRUCTURES AND SUBSTRUCTURES OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AND SOUTHWEST BOULEVARD BRIDGES.

The President then announced that in conformity with the advertisements of July 1, 1896, published sixty days in advance, as required by the Sanitary District act, inviting bids for constructing the superstructures and substructures of the Elgin, Joliet and Eastern Railway Company bridge, crossing the Main Channel near Joliet, and the Southwest boulevard bridge, crossing the Main Channel at Thirty-first street, the Board would now proceed to open bids received in response to same.

The Clerk then presented and opened bids as shown by the following

SCHEDULE OF BIDS:

ELGIN, JOLIET & EASTERN RAILWAY COMPANY'S BRIDGE.

Superstructure.

No.	Name and Location of Bidder.	Check Deposited.
1	The Toledo Bridge Company, Toledo, O.....	\$ 3,000 00
2	Union Bridge Company, New York City.....	3,000 00
3	Milwaukee Bridge and Iron Works, Milwaukee, Wis.....	3,000 00
4	Chicago Bridge and Iron Company, Chicago.....	3,000 00
5	The Youngstown Bridge Company, Youngstown, O.....	3,000 00
6	Lassig Bridge and Iron Works, Chicago.....	3,000 00
7	The Massillon Bridge Company, Massillon, O.....	3,000 00
8	New Jersey Steel and Iron Company, Trenton, N. J.....	3,000 00
9	The King Bridge Company, Cleveland, O.....	3,000 00

Substructure.

1	Moll & Doan, Aurora, Ill	\$ 1,000 00
2	Barron & Peace, Marseilles, Ill.....	1,000 00
3	Benezette Williams, Chicago.....	1,000 00
4	Winston & Co., Lemont.....	1,000 00

SOUTHWEST BOULEVARD BRIDGE.

Superstructure.

No.	Name and Location of Bidder.	Check Deposited.
1	The Toledo Bridge Company, Toledo, O.....	\$ 1,000 00
2	Union Bridge Company, New York City.....	1,000 00
3	Milwaukee Bridge and Iron Works, Milwaukee, Wis.....	1,000 00
4	Chicago Bridge and Iron Company, Chicago.....	1,000 00
5	The Youngstown Bridge Company, Youngstown, O.....	1,000 00
6	Lassig Bridge and Iron Works, Chicago.....	1,000 00
7	The Massillon Bridge Company, Massillon, O.....	1,000 00
8	Albert H. Wolf, Chicago.....	1,000 00
9	New Jersey Steel and Iron Company, Trenton, N. J.....	1,000 00
10	The King Bridge Company, Cleveland, O.....	1,000 00

Substructure.

1	Richardson & Young, Chicago.....	\$ 1,000 00
2	Benezette Williams, Chicago.....	1,000 00
3	Winston & Co., Lemont.....	1,000 00
4	Chicago Star Construction and Dredging Company, Chicago.....	1,000 00
5	F. S. Brown & Co., Chicago.....	1,000 00
6	John C. Robinson, Chicago.....	1,000 00

The following are

THE BIDS IN DETAIL:

SUPERSTRUCTURE, ELGIN, JOLIET AND EASTERN RAILWAY COMPANY'S BRIDGE.

In Order of Magnitude—Lowest Bid First.

No. of Bid.	Order of Magnitude	NAME OF BIDDER.	Bid.
3	1	Milwaukee Bridge and Iron Works.....	\$ 33,477
4	2	Chicago Bridge and Iron Company.....	34,300
5	3	The Youngstown Bridge Company.....	34,236
7	4	The Massillon Bridge Company.....	36,000
8	5	Union Bridge Company.....	36,300
9	6	The King Bridge Company.....	36,800
1	7	The Toledo Bridge Company.....	37,000
8	8	New Jersey Steel and Iron Company	37,082
6	9	Lassig Bridge and Iron Works.....	38,485

SUBSTRUCTURE ELGIN, JOLIET & EASTERN RAILWAY COMPANY'S BRIDGE.

In Order of Magnitude—Lowest Bid First.

No. of Bid.	Order of Magnitude.	NAME OF BIDDER.	MASONRY. 973 Cu. Yds.		CONCRETE. 156 Cu. Yds.		Totals.
			Price per Cu. Yd.	Total.	Price per Cu. Yd.	Total.	
4	1	Winston & Co.....	\$ 6 25	\$ 6,081 25	\$ 5 40	\$ 842 40	\$ 6,923 65
3	2	Benezette Williams.....	6 10	5,935 30	6 95	1,084 20	7,019 50
1	3	Moll & Doan	7 00	6,811 00	6 50	1,014 00	7,825 00
2	4	Barron & Peace.....	7 45	7,248 85	6 45	1,006 20	8,255 05

SUPERSTRUCTURE, SOUTHWEST BOULEVARD BRIDGE.

Order of Magnitude—Lowest Bidder First.

No. of Bid.	Order of Magnitude.	NAME OF BIDDER.	Bid.
3	1	Milwaukee Bridge and Iron Works.....	\$ 15,900
7	2	The Massillon Bridge Company.....	16,000
6	3	Lassig Bridge and Iron Works.....	16,585
1	4	The Toledo Bridge Company.....	17,600
5	5	The Youngstown Bridge Company	17,114
9	6	New Jersey Steel and Iron Company	17,552
2	7	Union Bridge Company.....	17,951
10	8	The King Bridge Company.....	18,300
4	9	Chicago Bridge and Iron Company.....	19,600
8	10	Albert H. Wolf.....	21,475

SUBSTRUCTURE OF SOUTHWEST BOULEVARD BRIDGE.
In Order of Magnitude. Lowest Bid First.

Number of Bid.	Order of Magnitude.	NAME OF BIDDER.	(a) MASONRY. 2,104 Cubic Yards.		(b) EXCAVATION. 23,388 Cubic Yards.		(c) PILES. 8,710 Lineal Feet.		(d) TIMBER. 92,180 Feet B. M.		(e) CONCRETE. 570 Cubic Yards.		TOTALS.
			Price per cubic yard.	TOTAL.	Price per cubic yard.	TOTAL.	Price per lineal foot.	TOTAL.	Price per 1000 ft. B. M.	TOTAL.	Price per cubic yard.	TOTALS.	
2	1	Benezette Williams.....	\$0.10	12,894.40	\$.45	10,624.00	\$.2	2,177.50	\$26.00	2,306.68	\$6.6	6,510.35	34,443.53
1	2	Richardson & Young.....	5.61	11,808.44	.84	19,645.92	.2	2,177.50	29.00	2,673.22	5.86	5,736.94	42,097.02
4	3	Chicago Star Construction and Dredging Company.....	8.25	17,358.00	.72	17,541.00	.2	2,438.80	28.00	2,581.04	6.56	6,363.50	46,382.84
5	4	F. S. Brown & Co.....	7.25	15,254.00	.70	16,371.60	.4	3,484.00	37.00	3,410.66	8.00	7,832.00	46,352.26
3	5	Winston & Co.....	7.75	16,206.00	1.10	25,726.80	.37	3,222.70	28.00	2,581.04	5.40	5,386.60	53,123.14
6	6	John C. Robinson.....	10.53	22,155.12	1.03	24,089.64	.2	2,090.40	33.00	3,041.94	6.25	6,118.75	57,405.85

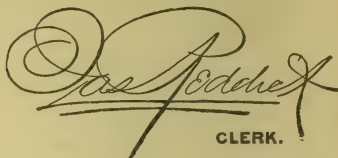
BIDS TO BE TABULATED AND REFERRED
TO JOINT COMMITTEE ON ENGINEER-
ING AND FINANCE.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the bids just received be compiled, summarized and tabulated by the Chief Engineer, incorporated in the Proceedings, and the subject matter of the bids be referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

On motion of Mr. Jones, seconded by Mr. Boldenweck, the Board then adjourned.



CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 9, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-second regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, September 9, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Mallette—seven members, were present.

MINUTES.

The minutes of the adjourned session of the regular meeting held September 2, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Boldenweck.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Stromberg, Allen & Co. (stationery).....	\$ 20 90
The Henry O. Shepard Company (printing specifications).....	105 08
Dennison Manufacturing Company (shipping tags).....	12 65
F. Mayer & Co. (blue prints).....	156 29
S. Wangersheim (maps).....	3 50

Geo. A. Ogle & Co. (atlas).....	\$	8 00	
W. A. Olmsted (mounting maps).....		3 40	
T. E. Copelin (Japanning pans).....		10 00	
Wygant & Ayres (rent, Corwith).....		12 50	
Joseph Carlin (gauge reading).....		10 00	
E. Hastings (gauge reading).....		10 00	
Wm. Kirkham (gauge reading).....		10 00	
Wm. McGinnis (gauge reading).....		10 00	
Mary Rusk (gauge reading).....		10 00	
C. S. Austin (ice).....		12 00	
W. H. Salisbury & Co. (rubber boots).....		4 05	
Standard Oil Company (eocene oil).....		5 93	
R. Seelig (repairing tapes).....		1 65	
Weber Bros. Metal Works (cement cups).....		4 50	
Brand Stove Company (plate).....		2 25	
James V. Burke (repairing cement machines).....		17 40	
Isham Randolph (expense).....		108 82	
E. R. Shnable (expense).....		41 75	
H. B. Alexander (expense).....		20 84	
W. T. Keating (expense).....		13 95	
Wm. Trinkaus (expense).....		48 44	
A. G. Ryther (expense).....		9 55	
	\$		673 45

CLERICAL DEPARTMENT.

Hustor, Ashmead, Wilson Co. (letter heads).....	\$	12 00	
A. C. McClurg & Co. (stationery).....		3 33	
Wyckoff, Seamans & Benedict (rent machine).....		5 00	
Chicago Towel Supply Company (towelings).....		2 50	
C. S. Austin (ice).....		3 00	
	\$		25 83

GENERAL ACCOUNT.

James Reddick (expense).....	\$	43 11
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POLICE DEPARTMENT.

Bohanon Carriage Company (repairing carriage).....	\$	30 00	
Chas. R. Glasser (repairing buggy).....		16 00	
W. R. Neff (horseshoeing, etc.).....		33 25	
The Aermotor Company (repairs).....		9 65	
Edward J. Coen (expense).....		30 46	
	\$		119 36

PUMPING PLANT—SECTION 3.

W. D. Allen & Co. (belting).....	\$	17 42	
McArthur Bros. Company (repairs).....		2 69	
Winston & Co. (repairs).....		56 40	
The Star Oil Company (oils).....		46 72	
Consumers' Mutual Oil Company (oils).....		28 67	
H. B. Alexander (freight).....		1 52	
	\$		153 42

PUMPING PLANT—SECTION 14.

W. D. Allen & Co. (belting).....	\$	29 84	
Fairbanks, Morse & Co. (scale).....		45 50	
The Adams & Westlake Company (lamps).....		3 25	
Chicago Engineer Supply Company (specials).....		10 50	
Chicago Engineer Supply Company (specials).....		42 55	
Wm. O'Connell (supplies).....		45 98	
	\$		177 62
Total	\$		1,192 79

ENGINEERING DEPARTMENT.

** Construction Account—*

Griffiths & McDermott (Section 1, September 1, 1896).....	\$ 9,954 09
McArthur Brothers (Section 2, September 1, 1896).....	10,158 75
McArthur Brothers (Section 4, September 1, 1896).....	32,677 75
The Qualey Construction Company (Section 5, September 1, 1896)...	16,810 06
Campbell & Dennis (Section 14, September 1, 1896).....	6 586 48
Wright, Meysenburg, Sinclair & Carry (Section 15, September 1, 1896)	26,992 61
†Christie & Lowe (Regulating Works, Section 15, September 1, 1896)	2 502 41
Heldmaier & Neu (Section A, September 1, 1896).....	15,702 97
Heldmaier & Neu (Section B, September 1, 1896).....	5,457 38
Western Dredging and Improvement Company (Section C, September 1, 1896).....	3,680 68
E. D. Smith & Co. (Section D, September 1, 1896).....	7,793 23
Angus & Gindele (Section E, September 1, 1896).....	7,980 76
Weir, McKechney & Co. (Section F, September 1, 1896).....	3,884 26
Gahan & Byrne (Section G, September 1, 1896).....	4,144 91
Gahan & Byrne (Section H, September 1, 1896).....	6,270 92
The Heidenreich Company (Section L, September 1, 1896)	784 31
Hayes Brothers, et al. (Section N, September 1, 1896).....	2,971 46
McMahon & Montgomery Company, et al. (Section O, September 1, 1896).....	4,690 03
	<u>\$ 169,043 06</u>
Grand total.....	<u>\$ 170,235 85</u>

*Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

†Referred to Committee on Finance.

Mr. Braden, seconded by Mr. Jones, moved that the construction voucher just read in favor of Messrs. Christie & Lowe, for work done on Section 15, for \$2,502.41, be referred to the Committee on Finance.

The motion prevailed unanimously and it was so ordered.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the vouchers, as read and shown above (except that in favor of Messrs. Christie & Lowe, for \$2,502.41, just referred), be approved and ordered paid.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Mallette—seven. Nays—none.

Upon which result the President declared the motion carried, and the vouchers, as read and shown above (excepting that in favor of Messrs. Christie & Lowe, for \$2,502.41, just referred), approved and ordered paid.

REQUISITION.

The Clerk presented the following requisition:

No. 947, Police Department (for car-load of hay)..... \$175 00

Mr. Boldenweck, seconded by Mr. Mallette, moved that Requisition No. 947, for the Police Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Mallette—seven. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending August 29 and September 5, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, September 9, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the weeks ending August 29

and September 5, 1896, as the same have been reported to me:

	August 29.	Sept. 5.
Engineering Department	190	177
Pumping plants	18	18
Clerical Department	4	4
Law Department	6	6
Treasury Department	1	1
Police Department	43	43
Telephone operator	1	1
Towpath force	1	1
Total employees	264	251

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of August, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, September 9, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of, and charged to, the Clerical Department during the month of August, 1896, was \$842.58, divided as follows:

Salaries	\$ 833 33
General expenses	9 25
Total	<u>\$ 842 58</u>

There are no outstanding liabilities beyond usual small current bills against the Clerical Department, and the expenses for the present month will, from present indications, be about \$900.00.

The total amount expended and charged to the General Account during the month of August, 1896, was \$4,895.63, divided as follows:

Salaries	\$ 2,509 83
Rent	1,650 00
Advertising	148 20
Printing	159 63

International State Boards of

Health	\$ 391 59
Electric Lighting	23 88
General expenses	12 50
Total	<u>\$ 4,895 63</u>

There are outstanding liabilities against the General Account to the amount of about \$150.00 for advertising, and the expenses for the present month will be about \$3,000.00.

During the month of August, 1896, there were regular warrants authorized and drawn against the various accounts for \$44,032.03, as follows:

Engineering Department	\$ 19,279 37
Clerical Department	842 58
Law Department	3,727 88
Treasury Department	166 67
General Account	4,895 63
Law Department, Land Account	1,000 00
Police Department	3,539 32
Pumping Plant, Section 3	1,927 45
Pumping Plant, Section 14	8,553 13
Total	<u>\$ 44,032 03</u>

As directed by your Honorable Body at the meeting held August 12, 1896, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of August, 1896, to the amount of \$351,420.00 were paid in tax-levy warrants, with six per cent interest coupons attached, drawn against the tax-levy for 1896.

The total 1895 tax-levy warrants issued to August 31, 1896, has been \$2,701,213.77, and of this amount the sum of \$1,531,535.16 was redeemed to August 1, 1896, and the sum of \$301,789.86 was redeemed during the month, and attached coupons for accrued interest on this latter amount to date of redemption, amounting to \$7,353.04, were paid by the Treasurer for which no warrant was required. The total expenditures, therefore, for the month were as follows:

Engineering Department (Construction Account), 1896 tax-levy warrants	\$ 351,420 00
Regular warrants	44,032 03
Interest on 1895 tax-levy warrants redeemed	7,353 04
Total	<u>\$ 402,810 07</u>

Of the \$200,000.00 appropriated July

8, 1896, for the payment of District bonds and interest on bonds and tax-levy warrants, there were expenditures during August, 1896, to the amount of \$7,358.04, leaving the unexpended balance of the appropriation \$185,195.06.

Of the total amount of tax-levy warrants issued to date there is now outstanding the sum of \$867,888.75 drawn against the tax-levy for 1895, and the sum of \$417,646.42 drawn against the tax-levy for 1896.

Respectfully submitted,

(Signed)

JAMES REDDICK,

Clerk."

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of August, 1896, which was read and by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, September 9, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to submit to you the report of the Law Department for the month of August, 1896.

The following are the expenses and disbursements of the Law Department for the month:

SALARIES.

Attorneys.....	\$1,133 33
Office force.....	265 00
	—————\$1,398 33

GENERAL EXPENSES.

Court costs.	\$2,152 55
Right of way.....	125 00
Expense account....	28 75
Printing and station- ery	23 25
	—————\$2,329 55

LAND ACCOUNT.

Right of way, for which deeds have passed.....	\$1,000 00
Total	<u>\$4,727 88</u>

The matter of claims against some of the contractors on the Canal for labor and for other claims has been a means of

occupying a great deal of the time of the Department.

A draft of contract has been prepared with the Chicago, Madison and Northern Railroad Company and submitted to the proper officials of the company for their approval.

Other contracts have been prepared and negotiations carried on for the settlement of questions of railroad crossings.

The dispute between the District and the tenant of the Lay property has been settled under the direction of the Joint Committee on Engineering and Finance, and the appeal of the tenant, from the judgment for the possession of the property in the favor of the District, has been dismissed in the Circuit Court of Cook County.

The purchase of a lot necessary to the carrying out of the terms of the contract with the Santa Fe system of railway companies, known on the tract books of the District as Tract Number 14a, has been made under the direction of the Joint Committee on Finance and Engineering, and deeds passed for the same to the District.

Various investigations have been carried on regarding claims for damages from overflow and other claims.

In addition to the above the usual routine work of the office has been carried on.

The coming month will be occupied in arranging various railroad and other settlements; consideration of claims; preparation of cases for trial and general routine work.

Respectfully submitted,

(Signed)

W. M. McEWEN,

Attorney."

CLERK TO RETURN CHECKS OF CERTAIN BIDDERS FOR CONSTRUCTING SUPERSTRUCTURES AND SUBSTRUCTURES OF THE "ELGIN, JOLIET AND EASTERN RAILWAY COMPANY" AND "SOUTHWEST BOULEVARD" BRIDGES.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, recommending that the Clerk of the District be instructed to return to the several bidders, for constructing the superstructures and substructures of the "Elgin, Joliet and Eastern Railway Company" and "Southwest Boulevard" bridges, their respective checks, excepting the checks of the

three lowest bidders for each of said structures; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be received, printed and filed, the recommendations made therein concurred in, and the Clerk authorized and directed to return the said checks of all but the three lowest bidders, as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Mallette—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, September 8, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully report unto your Honorable Body that they have under consideration the several respective bids for the superstructure of the Elgin, Joliet and Eastern Railway Company's bridge, and also for the substructure thereof, and for the superstructure of the Southwest boulevard bridge, and for the substructure thereof, and as the delay pending such investigation may entail loss or hardship upon such bidders as are not likely in any probability to be awarded any of the contracts for such structures, by the retaining of the checks deposited with the bids, and as your Committee is of opinion that the consideration of the three lowest bids upon each of said structures will be sufficient to insure the doing of the work proposed, for the least money, by responsible parties, they, therefore, recommend to your Honorable Body that the Clerk of the District be instructed to return the several bidders their respective checks, excepting and retaining, however, the checks deposited by the three lowest bidders for each of said structures.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

J. P. MALLETT,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
J. C. BRADEN,

Joint Committee on Engineering and Finance.”

AGREEMENT WITH “AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF ILLINOIS” FOR RIGHT OF WAY ALONG THE SUMMIT OR LYONS ROAD.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to, and accompanied by, form of agreement in duplicate with the American Telephone and Telegraph Company of Illinois, for right of way for a telephone and telegraph line along the Summit or Lyons road, within the lands owned by the District, and recommending that the draft of said agreement be approved, that the President and Clerk be authorized to execute duplicate original copies of such agreement on behalf of the District, upon the same being executed by the President and Secretary of said company; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be approved, with accompanying agreement printed, the recommendations made in the report concurred in, and the President and Clerk authorized and directed to execute said agreement in duplicate, under conditions as provided in the report.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Mallette—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, September 9, 1896.

The Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully present and report, to your Honorable Body, that application has been made by the American Telephone and Telegraph Company of Illinois to the District, through the Committee, for a right of way along and upon the highway known as the Summit or Lyons road, crossing the Main Channel of the District near Summit, Illinois, and that consideration has been given to such application by the Committee, and the terms of an agreement discussed between the Committee and the representatives of such company, and a draft of the

same prepared which, we understand to be satisfactory to said company, and which fully protects the rights of the District.

The principal features of the agreement are the granting of a right of way to said company upon said highway for a telephone and telegraph line for the life of its charter, when it shall have complied with the agreement.

No poles to be within 175 feet of the center line of the Main Channel.

Provisions for navigation of the Channel without obstruction by the wires is secured by requiring the company to elevate the same a distance of 75 feet above the surface of the ground at the crossing; investing in the District the power to require the wires to be further elevated or, if the Board of Trustees elect, that the same be placed under the ground.

The District shall not be liable in any event to the company for any damage to its line occasioned through the excavation or the operation of its main Channel or any of its adjuncts.

The company is required to keep its wires and line in safe order and repair, and to prevent the same from obstructing the Main Channel in any manner, with power in the District to remove the wires, or any part of the line, if necessary.

The District is to be saved and kept harmless from all expense occasioned by its being a party to the agreement.

To enforce the contract a power of forfeiture is reserved whereby the District may, for failure to comply with any of the provisions of the contract, or of any order of the Board of Trustees or Chief Engineer, and such failure continuing five days, forfeit said contract and all the rights conferred thereby or given pursuant thereto.

The contract is a rigid one and enables the District to operate its Main Channel and to execute its corporate purposes without hindrance or expense from said telephone or telegraph line.

Your Committee, therefore, present such draft of agreement and recommend that the same be approved, and that the President and Clerk be authorized to execute duplicate original copies of such agreement on behalf of the District, upon the

same being executed by the President and Secretary of said company.

Very respectfully,

(Signed) WM. BOLDENWECK,
Chairman.
J. P. MALLETT,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
J. C. BRADEN,

Joint Committee on Engineering and Finance."

The following is the

FORM OF AGREEMENT:

This agreement, Made this 9th day of September, 1896, by and between the Sanitary District of Chicago, a corporation hereinafter called "The District," party of the first part, and the American Telephone and Telegraph Company of Illinois, hereinafter called "The Company," party of the second part, witnesseth, that,

WHEREAS, The said District is the owner of the fee of a certain road or highway in Cook County, Illinois, across portions of Sections eleven (11) and twelve (12), Township thirty-eight (38) North, Range twelve (12) East of the Third Principal Meridian, known as the Summit or Lyons road, which road crosses the Main Channel of said District as the same is laid out and planned as appears by the records of said District, and also crosses certain adjuncts or collateral works of said District, and

WHEREAS, ALSO, The said company is a corporation of Illinois and is desirous of erecting and maintaining a telephone and telegraph line upon and along said highway, the fee to a portion of which is in the said District as aforesaid, and has acquired all franchises and consents necessary to the erection and maintenance of such line, excepting only the necessary consent of said District, which it is desirous of obtaining, and

WHEREAS, ALSO, Said District is willing to permit the erection and maintenance of such telephone or telegraph line by said company, provided that the District shall never suffer any loss or damage to its Main Channel or any of its property or works, or

to the operation of the same or any part thereof, or any hindrance to the fulfillment of its corporate purposes by reason of the construction, maintenance and operation of the lines of said company, and said company is willing to accept such consent upon such conditions.

Now, therefore, said parties each in consideration of the mutual undertakings and obligations hereof have agreed and do hereby agree as follows, that is to say :

1. That upon the binding execution hereof by said company and the erection of a telephone and telegraph line by said company in conformity herewith, and the approval of the Chief Engineer of the said District thereof, there shall be granted to said company by said District a right of way, subject to the terms of this agreement, for a telephone and telegraph line upon and along said highway over the portion of which the District is the owner of the fee, for and during the period of the life of said company as chartered at present by the State of Illinois.

2. Said company shall not place any poles or other obstruction of any kind for the carrying of wires or for any purpose of such line within a distance of one hundred and seventy-five (175) feet of the center line of the Main Channel and shall not erect more than one row of poles or supports for the wires of said line, and none of the wires shall be within seventy-five (75) feet of the surface of the ground within such distance.

3. Whenever in the discretion of the Board of Trustees of said District it is deemed desirable for any purpose that said wires or any part of said line be moved, the same shall be moved by the company as directed by the Board of Trustees or whomsoever they may authorize to direct such removal.

4. Whenever the Board of Trustees shall so elect the said company shall elevate or depress, or place under the ground, or under said channel, any or all of its wires as directed by said Board, and said Board may for any enlargement, widening or deepening of the Main Channel of said District, change in plan, or for any other reason require such further changes in said line by the company, from time to time as they may in their discretion determine.

5. The Sanitary District undertakes no liability whatever to said company in regard to the excavation or operation of its said channel or any of its collateral works or adjuncts and neither said District nor any of its contractors or employees shall be liable for any injury to said line by reason of blasting or for any other reason. And this contract shall in nowise limit its discretion or complete control of said Main Channel or any of the works or property of said District or any of its corporate actions.

6. All the work done by the said company in constructing, changing or repairing said line shall be subject to the approval of the Chief Engineer of the District and before proceeding upon the construction of said line across said Main Channel said telephone company shall submit its plans therefor to the Chief Engineer of the Sanitary District to the end that it may be determined that the construction of said line does not violate any provisions of this agreement.

7. Said line and any repairs, renewals or changes thereof or therein shall be made in a safe, secure manner and said company shall be liable to the District for any damage which may be occasioned to it by reason of the falling of the wires, poles or of any imperfection or breakage in said line, or any negligent management or operation thereof.

8. In case of any falling of wires or other obstruction to the Main Channel or any interference with the purposes of the said District by said line said District or its Chief Engineer shall have power to cut the wire or wires or do any other matter or thing necessary to remove such obstruction.

9. The said company shall, in case of any breakage, imperfection or interference of said line or any part thereof with said Main Channel or with the District in the execution of any of its purposes, immediately repair, correct or change its said line so as to repair or correct such breakage, imperfection or interference, and in case of its failure so to do, the said District or its Chief Engineer may in its or his discretion make the necessary repairs, corrections or changes, and the expense thereof shall constitute a liability of said company to the said District, payable on demand.

10. To enforce the provisions hereof, or

any action or order of the Board of Trustees, or of the Chief Engineer of said District, in relation thereto or to said line, upon a failure by said company to comply with any of the provisions hereof, or any such action or order, and such failure continuing five days, the District, acting by its Board of Trustees, or whomsoever they may authorize, shall have power, upon serving a notice of its election so to do upon any officer or agent of said company, to forfeit this contract and all rights conferred hereby or given pursuant hereto, and thereupon said District may remove said line and any property of the company from said highway, or any of the land or premises of the District, at the expense and charge of said company, and all such rights shall cease.

11. Said company shall be liable to the District for all the expenses of whatever kind or nature which may be occasioned to the District by reason or in consequence of its being a party to this agreement.

12. In consideration of the execution of this agreement by the District, said company agrees that any line or any part thereof which has been heretofore constructed by said company across the Main Channel of said District, shall be subject to all the terms and conditions of this agreement and the control of the District, in the same manner as said line along or upon said Summit highway or Lyons road.

13. The Sanitary District shall not be liable to said company for any damage to it occasioned by the excavation or construction of said Main Channel or of any of its collateral works, adjuncts or appurtenances, or the operation of the same or any of them or any part thereof, it being intended hereby that said Sanitary District shall never suffer any loss or damage to its Main Channel or any of its property, or any hindrance to the fulfillment of its corporate purposes by reason of the construction and

operation of the lines of the said telephone company.

This agreement shall be binding upon and inure to the benefit of said parties, their successors and assigns.

IN WITNESS WHEREOF, The said Sanitary District has caused these presents to be signed in its corporate name by its President and its corporate seal to be hereto affixed and attested by its Clerk, and said company has caused these presents to be signed in its corporate name by its President and its corporate seal to be hereto affixed, attested by its Secretary the day and year first above written.

SANITARY DISTRICT OF CHICAGO,

By

President.

Attest:

.....

Clerk

AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF ILLINOIS,

By

President.

Attest:

.....

Secretary.

(Accompanied by two blank notarial certificates.)

PRESENTATION OF BIDS FOR BUILDING CULVERTS AND GRADING ROMEO HIGHWAY OVER AND ACROSS THE LANDS OF THE SANITARY DISTRICT.

The President then announced that in conformity with the advertisement of July 8, 1896, published sixty days in advance, as required by the Sanitary District act, inviting bids for building culverts and grading Romeo highway over and across the lands of the Sanitary District, the Board would now proceed to open bids received in response to the same.

The Clerk then presented and opened bids as shown by the following

LIST OF BIDS IN DETAIL.

FOR BUILDING CULVERTS AND GRADING ROMEO HIGHWAY.

Order of Reception and Magnitude Being Identical.

September 9, 1896.

Number of Bid.	Order of Magnitude.	NAME OF BIDDER.	Check or Cash Deposited.	(a) MASONRY. 50 Cubic Yards.		(b) CRUSHED STONE OR GRAVEL. 1,200 Cubic Yards.		(c) FILLING. 5,000 Cubic Yards.		(d) TIMBER. 20,000 Feet B. M.		TOTALS.
				Price per cubic yard.	TOTAL.	Price per cubic yard.	TOTAL.	Price per cubic yard.	TOTAL.	Price per 1000 ft. B. M.	TOTAL.	
1	1	Daniel Sullivan, Lockport, Ill.	\$250.00	\$2.30	\$110.00	\$.40	\$480.00	\$.27	\$1,350.00	\$21.75	\$435.00	\$2,375.00
2	2	John Lehman, 1015 New York Life Building, Chicago.	250.00	9.00	450.00	.30	360.00	.75	3,750.00	98.50	570.00	5,130.00

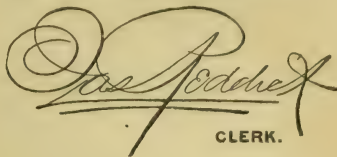
BIDS TO BE TABULATED AND REFERRED
TO JOINT COMMITTEE ON ENGINEER-
ING AND FINANCE.

Mr. Boldenweck, seconded by Mr. Braden, moved that the bids just received be compiled, summarized and tabulated by the Chief Engineer, incorporated in the Proceedings, and the subject matter of the bids be referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously and it was so ordered.

ADJOURNMENT.

On motion of Mr. Jones, seconded by Mr. Kelly, the Board then adjourned.



CLERK.

September 9,]

— 3511 —

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

SEPTEMBER 23, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-third regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, September 23, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter — eight members were present, Mr. Mallette arriving subsequently.

MINUTES.

The minutes of the regular meeting held September 9, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Kelly.

VOUCHERS:

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Chicago Towel Supply Co. (toweling).....	\$	5 90	
John McCaffery (rent—Brighton Park).....		25 00	
J. M. Abbitt (rent—Willow Springs).....		20 00	
H. S. Norton (rent—Lemont).....		18 00	
O. W. Moon (rent—Lockport).....		20 00	
C. L. Harrison (traveling and expense).....		30 72	
	\$		119 62

GENERAL ACCOUNT.

John F. Higgins (printing proceedings).....	\$	107 19
PUMPING PLANTS, SECTIONS 3 AND 14.		
*James W. Ellsworth & Co. (coal).....	491 46	
Heggie Bros. (repairs).....	80 51	
McArthur Brothers Company (repairs).....	9 51	
C. L. Harrison (expense).....	29 60	
	\$	611 08
Total.....	\$	837 89

ENGINEERING DEPARTMENT.

**Construction Account—*

Griffiths & McDermott (Section 1, September 16, 1896)	\$18,945 50	
McArthur Brothers (Section 2, September 16, 1896).....	4,550 00	
McArthur Brothers (Section 4, September 16, 1896).....	23,336 25	
The Qualey Construction Company (Section 5, September 16, 1896).....	19,471 88	
Campbell & Dennis (Section 14, September 16, 1896).....	5,996 72	
Wright, Meysenburg, Sinclair & Carry (Section 15, September 16, 1896)	21,721 49	
Heldmaier & Neu, (Section A, September 16, 1896).....	18,302 27	
Western Dredging and Improvement Company (Section C, September 16, 1896).....	5,202 32	
E. D. Smith & Co. (Section D, September 16, 1896).....	5,933 00	
Angus & Gindele (Section E, September 16, 1896).....	5,674 49	
Gahan & Byrne (Section G, September 16, 1896).....	3,719 59	
Gahan & Byrne (Section H, September 16, 1896).....	5,832 95	
Hayes Bros. et al. (Section N, September 16, 1896).....	2,663 54	
McMahon & Montgomery Company et al. (Section O, September 16, 1896)	3,358 22	
McMahon & Montgomery Company et al. (Section O, extra work, September 16, 1896).....	635 41	
Wright, Meysenburg, Sinclair & Carry (Section 15, wall foundations, September, 16, 1896).....	901 87	
McMahon & Montgomery Company et al. (Section O, Campbell avenue bridge, final, September 22, 1896).	21,393 40	
	\$	168,138 40
Grand total.....	\$	168,976 29

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1073, Clerical Department
(for blank tax levy warrants
and information cards)..... \$ 14 00

Mr. Kelly, seconded by Mr. Boldenweck, moved that Requisition No. 1073, for the Clerical Department, as read and shown above be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending September 12 and 19, 1896, which was read,

and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, September 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the weeks ending September 12 and 19, 1896, as the same have been reported to me:

	Sept. 12.	Sept. 19.
Engineering Department.....	169	167
Pumping plants.....	18	18
Clerical Department.....	5	5
Law Department.....	6	6
Treasury Department.....	1	1
Police Department.....	43	43
Telephone operator.....	1	1
Towpath force.....	1	1
Total employes.....	244	242

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of August, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, September 21, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the reports of the Divisions of Construction, and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of August, 1896.

The expenses for the month of August were as follows:

Salaries.....	\$ 19,371 94
Supplies, etc.....	11,393 60
Contractors' estimates, regular.....	344,828 08
Contractors' estimates, collateral.....	7,501 45
Total.....	\$ 383,095 07

I estimate the expenses of this Department for the month of September will be \$343,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.”

“CHICAGO, September 8, 1896.

Isam Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of August was as follows:

The work on the Regulating Works and Tail Race was continued. The construction of the Regulating Works has progressed rapidly, very few rejections being made.

The survey of the North Branch was completed up to Montrose boulevard; Field Plats have been finished up to Diversey avenue and notes reduced up to date.

Some time was given to hydraulic data pertaining to the Chicago, Desplaines and Illinois Rivers and to Lake Michigan.

Work was continued on design for bridge at Le Moyne. Considerable work was done on designs for bridges at Western Avenue and at Lemont across the Main Channel and the River Diversion.

The testing of cement for use in the retaining walls and Regulating Works was continued, as was also the work of preparing record photographs and maintenance of water gauges.

Miscellaneous work was done pertaining to plans for improving the South Branch, inspection of Main Channel and improvement of Stock Yards Slips. Considerable time was given to the inspection of pumping plant on Section 14.

The regular platting was continued on the following maps:

The Watershed map of Chicago and vicinity, the two Contour maps between Lemont and Lockport and the 200-foot scale of the Chicago River.

Some work was done on five maps of part of the North Branch of the Chicago River.

The following drawings were made: Tracings of maps North Branch of the Chicago River profile of Calumet Terminal Ry. showing proposed grade; tracings showing location of proposed bridges Chicago River; maps showing

improvements Chicago River for War Department; five sets exhibits A., T. & St. F. agreement; tracings foundation Bear Trap Dam; copy of profile proposed change of grade C. & C. T. Ry.

Expenses for September will be approximately the same as for August.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer."

— — —
"CHICAGO, September 21, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—I herewith present my report for the month of August showing the amount of work done during the month, together with a tabulated statement showing the condition of the same up to the 1st inst.

The estimates give 506,149 cubic yards of glacial drift excavation, 129,198 cubic yards of rock excavation and 45,710 cubic yards of retaining wall masonry, amounting in value to \$390,291.00.

The weather was favorable, excepting the excessive heat between the 4th and 11th, when most of the forces were laid off during the middle of the day, and in some instances but half time was worked.

Showers interfered with the work but two days, and the temperature ranged from 60 to 100 degrees.

Section O continued work as previously reported, the output being 52,604 cubic yards, 18,979 yards of which was handled by dredge and scows in 25½ shifts—an average of 744 yards per shift.

Section N—A small wheel scraper force removed 3,320 cubic yards at the west end of the section, averaging about 24 yards per scraper per day. The Osgood steam shovel and incline conveyor were in use 21 days and excavated 24,327 cubic yards, an average of 1,158 yards per day, making the total output for the month 27,647 cubic yards.

Sections M and L—There were 5,791 cubic yards taken out of these sections in resloping and trimming the work.

Sections K and I continued the work of resloping and trimming, which is nearly completed.

Section H—The Mason & Hoover conveyor continued work in day shifts until the 19th, when its use was abandoned, it having reached the point when the incline conveyor was employed. It exca-

vated 13,649 cubic yards in 20 shifts—an average of about 682 yards per shift.

The steam shovel and incline conveyor were operated 51 shifts, taking out 40,521 cubic yards—an average of about 795 yards per shift. The total output for the month was 54,170 cubic yards.

Section G employed but one steam shovel and incline conveyor, which worked 46 shifts, in which there were excavated 29,765 cubic yards, an average of 647 cubic yards per shift. A sloping shovel and team force were also employed in trimming and finishing the slopes.

Section F—Both of the steam shovels and bridge conveyors continued work during the month with day and night shifts. Their output was 33,983 cubic yards in 85½ shifts—an average of 397 yards per shift. A force was also employed throughout the month in trimming the slopes.

Section E continued operations with three steam shovels and one steam hoist and two tippie inclines. Their output was 61,555 cubic yards in 112 shifts—an average of about 550 yards per shift.

Section D—One steam shovel was employed on this section day and night shifts up to the middle of the month, when the earth excavation being about completed, it was taken out of service, leaving the rock excavation, cleaning up and trimming up for the cable way. The steam shovel was in operation 28 shifts, excavating 18,445 cubic yards of glacial drift—an average of 659 yards per shift. The cable way moved 3,985 yards of glacial drift and 7,758 yards of solid rock, a total of 11,743 yards, in 23 shifts, an average of 510 yards per shift. A large force of men was also employed during the month in trimming the slopes.

Section C operated three steam shovels, a total of 103 shifts during the month, in which time they excavated 41,800 cubic yards—an average of about 406 yards per shift.

Section B—Two steam shovels continued operations on this section, their output being 40,900 cubic yards in 69½ shifts—an average of 588 yards per shift. A large force is now and has been engaged for some months past in cleaning up and dressing the slopes.

Section A—Eight steam shovels with inclines or steam hoists and a team force were employed on this section during the month, the total output being 111,200 cubic yards of glacial drift; 2,300 yards

were handled by the team force and the remaining 108,900 yards as follows:

Shovel.	Number Shifts.	Cubic Yards.	Average per shift.	Method of Handling.
No. 45	23	8,000	348	Incline Hoist.
No. 59	49½	11,200	439	Incline Hoist.
No. 48	25½	36,400	735	Incline Hoist.
No. 1	40	20,900	523	Gould's Conveyor.
No. 2	43½	20,900	482	Gould's Conveyor.
No. 61	11½	1,500	130	Incline Hoist.
No. 140	14½	7,400	510	Incline Hoist.
Dredge	5	2,600	520	Deposited in revetment.
Total,	212½	108,900	512	

A force was also engaged on this section in trimming and sloping.

Section 1 returns an estimate for 15,100 cubic yards of glacial drift, 16,700 yards of solid rock, and 6,690 cubic yards of retaining wall masonry. The glacial drift was handled by two steam shovels in 23½ shifts—an average of 643 yards per shift. The solid rock was excavated by cantilevers and quarry gangs, so that no average for each force is easily attainable.

The retaining wall was laid by four setting derricks in 85½ shifts—an average of about 76 cubic yards per shift.

Section 2.—About 15,300 cubic yards of solid rock were excavated during the month, 5,400 yards of which were taken out by quarry forces and the remaining 9,900 yards by cableways. The section is nearly completed and the work was so merged together that no correct average of the output can be given; 5,710 cubic yards of retaining wall masonry were also laid by six setting derricks in 89½ shifts—an average of about 64 cubic yards per shift.

Section 3 is practically completed.

Section 4.—About 16,000 cubic yards of solid rock were excavated by quarry forces and 5,000 cubic yards were taken out by two cableways in 36 shifts, an average of about 140 yards per shift; but as this latter work was cleaning up the bottom it does not fairly represent the capacity of the cableway; 1,400 cubic yards of glacial drift were also allowed on final measurement. There were also laid 16,070 cubic yards of retaining wall masonry by 10 setting derricks in 222½ shifts—an average of about 77 cubic yards per shift.

Section 5.—Final measurements on this section give an estimate of 7,800 cubic yards of glacial drift excavation. There were taken out during the month 32,700 cubic yards of solid rock and 2,800 cubic yards of retaining wall masonry laid.

Sections 6 to 13 inclusive are practically completed.

Section 14 returns an estimate of 4,260 cubic yards of concrete masonry retaining walls and 18,700 cubic yards of back filling.

Section 15.—The excavation and retaining walls on this section are so far advanced that at the present rate of progress the work will be completed early in November. The rock excavation done during the month amounted to 35,130 cubic yards and the concrete retaining wall masonry was 10,180 cubic yards.

Nearly 75 per cent of the retaining wall masonry was done on the 1st inst. and the monthly construction charges will hereafter be largely diminished.

Respectfully submitted,

(Signed)

U. W. WESTON,

Supt. of Construction."

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS.	Done, as Per Vouchers, to Aug. 31st,		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.	\$917,738		
N	Hayes Bros. et al.	247,965		
M	The Heidenreich Co.	725,237		
L	The Heidenreich Co.	1,101,231		
K	Christie & Lowe	1,120,420		
I	Christie & Lowe	1,151,500		
H	Gahan & Byrne	863,313		
G	Gahan & Byrne	1,169,918		
F	Weir, McKechney & Co.	865,341		
E	Angus & Gindele	1,239,944		
D	E. D. Smith & Co.	1,873,325	13,720	
C	Western Dredging and Improvement Company	1,619,663		
B	Heldmaier & Neu	1,500,714		
A	Heldmaier & Neu	1,774,175	674	
1	Griffiths & McDermott	1,106,666	313,400	26,150
2	McArthur Bros.	721,600	452,600	37,920
3	Gilman & Co.	424,610	756,900	13,820
4	McArthur Bros.	1,096,200	232,100	61,140
5	Qualey Construction Company	904,700	288,300	45,250
6	Mason, Hoge & Co.	681,100	540,500	28,500
7	Mason, Hoge & Co.	181,300	886,000	5,800
8	Mason, Hoge, King & Co.	49,600	1,139,200	2,874.9
9	Halvorson, Richards & Co.	76,691	1,003,200	
10	E. D. Smith & Co.	31,743	1,141,191	
11	Mason, Hoge & Co.	44,032	989,050	
12	Mason, Hoge & Co.	44,030	997,417	9,286.44
13	Mason, Hoge & Co.	33,810	1,033,365	10,898
14	Smith & Eastman	376,100	1,016,200	
	Campbell & Dennis		4,400	5,060
15	Wright, Meysenburg, Sinclair & Carry	32,100	571,620	30,940
	Christie & Lowe		1,210	
	Totals	\$21,973,766	11,381,047	277,579.34
		Cubic Yards.		
Main Channel, glacial drift		\$21,973,766	00	
Main Channel, solid rock		11,381,047	00	
River Diversion, glacial drift		1,154,290	00	
River Diversion, solid rock		226,553	00	
Retaining wall		277,579	34	
Total estimated value of regular contracts		\$18,508,719	76	
Total value of work done to August 31, 1896, inclusive, as per vouchers		16,425,801	61	
Total value of work remaining to be vouchered		\$ 2,082,918	15	

REGULAR CONTRACTS AUGUST 31, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.			
6, Inclusive.		Estimated Remaining to be Done.				Work Done in Aug., 1896, as per Vouchers.	Total Work Done to Aug. 31, 1896, Inclusive, as per Vouchers.	Estimated Work Remaining to be Vouchered.	
RIVER DIVERSION.		MAIN CHANNEL.							
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.					
		\$731,007			53.62	\$ 11,047 68	\$ 191,575 33	\$ 153,149 62	
		865,878			22.26	6,358 81	57,031 95	199,151 94	
		3,283			99.55		157,976 43	712 41	
		7,981			99.30	1,140 83	216,942 51	1,562 41	
		35,533			96.93		280,105 00	8,883 25	
		3,517			99.70		287,875 00	879 25	
		214,785			80.06	15,709 30	250,070 77	62,287 65	
		193,824			85.79	8,334 20	327,577 04	54,270 72	
158,234		223,918	16,724		78.24	10,024 98	263,859 32	81,107 41	
95,718		575,754	78,765		65.45	16,619 85	363,453 15	210,589 08	
		3,149	123,974		93.69	13,106 08	507,951 30	115,508 46	
162,537		267,718			85.82	9,823 00	418,817 00	66,066 50	
212,486		76,114			95.17	13,500 00	462,564 00	20,550 78	
128,425		802,333	3,514		68.77	35,188 12	*583,210 45	248,525 69	
5,876		149,108	250,141	28,245	78.05	39,238 90	784,020 46	345,990 63	
29,516			12,407	1,790	98.95	32,225 00	857,335 98	16,190 60	
			3,000		99.75		836,680 70	2,280 00	
		3,800	8,575		99.08	73,731 00	926,117 54	4,977 00	
		9,200	91,300	8,200	92.23	35,552 50	629,448 00	96,607 50	
117,100		2,148	18,542		98.33		704,201 50	14,669 49	
97,917	43,000	421	14,274		98.64		774,261 42	10,674 97	
57,902	96,900	570	21,846		98.15		961,278 70	18,346 09	
40,741	16,894		569		99.95		814,984 61	443 28	
30,313	58,276		699		99.94		975,087 60	559 20	
5,756	11,483		661		99.94		807,983 27	547 44	
11,739			600		99.94		839,793 54	475 50	
			300		99.97		819,163 94	224 25	
		4,065	225		99.69		850,982 00	1,140 13	
			4,000	18,440		14,290 40	22,788 40	58,093 60	
			68,080	20,000	89.87	55,338 70	448,550 80	108,167 20	
						2,859 90	4,713 90	180,286 10	
154,260	226,553	\$4,174,056	718,196	76,675	87.21	\$394,089 25	\$16,425,801 61	\$2,082,918 15	

Total value of regular contract work done to Aug. 31, 1896, inclusive, as per vouchers.. *\$16,425,801 61

Total value of collateral contract work done to Aug. 31, 1896, inclusive, as per vouchers +694,140 77

Total value of construction work done to Aug. 31, 1896..... \$17,119,942 38

Reserved percentages, regular contracts..... \$2,051,916 27

Current estimates, regular contracts..... 169,758 89

Reserved and current collateral contracts..... 10,491 14

2,232,166 30

Total paid for construction work to Aug. 31, 1896, inclusive..... \$14,887,776 08

*Overhaul to Section 1 not included.

+Overhaul to Section 1 included.

‡Including 104,514 cubic yards Collateral Channel.

§Including 27,495 cubic yards Collateral Channel.

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF AUGUST, 1896.

	Eng. Expenses.		Construction.		Total for Month.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses	Construction
Maps, Plans, etc., for General Use Sanitary District.....	\$ 279 85	\$ 95 65	.....	.....	\$ 375 50	.....
Chicago River Survey.....	1,233 60	227 22	.....	.....	1,460 82	.....
Right of Way.....	50 35	21 91	.....	.....	81 26	.....
Flood Measurements.....	87 50	50 60	.....	.....	138 10	.....
Disposal Works at Lockport.....	630 75	556 93	.....	.....	1,217 68	.....
Regular Construction.....	13,367 99	257 30	\$344,838 08	.....	13,625 29	\$344,838 08
Extra Work—Main Channel.....	.....	.....	.....	\$4,403 58	.....	4,403 58
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. 8.....	68 43	2 67	.....	.....	71 10	.....
A., T. & S. Fe R. R. Co.'s Bridge over Desplaines River, Sec. F.....	68 42	2 67	.....	.....	71 09	.....
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. G.....	68 42	2 67	.....	.....	71 09	.....
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. N.....	68 43	2 67	.....	.....	71 10	.....
Western Ave. Temporary Bridge over Main Channel, Sec. O.....	.....	.....	.....	557 00	.....	557 09
Western Ave. Permanent Bridge over Main Channel, Sec. O.....	205 00	.....	.....	.....	205 00	.....
Southwest Boulevard Bridge over Main Channel, Sec. O.....	235 60	198 51	.....	.....	364 11	.....
Pan Handle R. R. Co.'s Bridge over Main Channel, Sec. O.....	.....	25 21	.....	2,540 77	25 21	2,540 77
Elgin, Joliet & E. R. R. Co.'s Bridge over Desplaines River, East of Joliet.....	215 00	101 41	.....	.....	316 41	.....
Rebuilding Romeo Highway, Sec. 12.....	.....	4 20	.....	.....	4 20	.....
Mortar, Sand and Cement Tests.....	1,235 00	276 64	.....	.....	1,511 64	.....
Photographs of Works.....	135 00	31 55	.....	.....	146 55	.....
Pumping Plant Account.....	1,363 60	9,614 79	.....	.....	11,008 39	.....
Totals.....	\$19,371 94	\$11,392 60	\$344,838 08	\$7,501 45	\$30,764 54	\$353,323 53

PLANS FOR BUILDING CULVERTS AND GRADING ROMEO HIGHWAY, AND ACCEPTANCE OF SAME BY TOWNSHIP AND VILLAGE AUTHORITIES.

The Clerk presented a report from U. W. Weston, Superintendent of Construction, transmitting plans for building culverts and grading Romeo Highway over and across the lands of the Sanitary District, and certified copies of the proceedings of the Highway Commissioners of DuPage Township and also of the Trustees of the Village of Romeoville, accepting the same, certificates of approval of the aforesaid authorities being endorsed upon the plans; and the report and accompanying proceedings were read.

Mr. Boldenweck, seconded by Mr. Braden, moved that the report be received, printed, and, with accompanying documents, placed on file.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, Sept. 23, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg to transmit herewith certified copies of the proceedings of the Highway Commissioners of Dupage Township, and also of the Trustees of the Village of Romeoville, accepting the proposed improvements to be made on the Romeo highway by the Sanitary District. These proceedings are accompanied by a copy of the plans of such improvements, with certificates of approval of both the respective parties endorsed thereon.

I respectfully recommend that these proceedings be concurred in.

Respectfully submitted,

(Signed) U. W. WESTON,

Superintendent of Construction."

(Four enclosures.)

The following are

THE PROCEEDINGS OF THE HIGHWAY COMMISSIONERS OF DU PAGE TOWNSHIP.

"At a meeting of the Highway Commissioners of DuPage Township, Will County, Illinois, held on the 9th day of September, 1896, pursuant to law, at Romeoville in said township, the commissioners and officers present were: John Davison, A. M. Firestein and S. E. Heeg, Highway Commis-

sioners, and B. W. Stafford, Clerk, thereupon the following proceedings were had:

Mr. Firestein presented a resolution relating to the Romeo highway, and moved its adoption.

Mr. Heeg seconded the motion, and on the same being put to vote it was carried and duly declared by the Chair so to be.

The following is the resolution as adopted:

WHEREAS, The Sanitary District of Chicago heretofore constructed its Main Channel across the Romeo highway, and constructed various adjuncts to said Main Channel, whereby it has been claimed that the said highway leading west to the east branch of the Desplaines River has been damaged by the waters of the Deplaines; and

WHEREAS, Said Sanitary District of Chicago is willing to make certain improvements in said highway by the raising of the same and constructing certain openings for the flow of water and otherwise improving the same, according to certain plans and specifications in the possession of the Chief Engineer of the Sanitary District of Chicago, mentioned in the certain advertisement for proposal for building culverts and grading highway, published in the Proceedings of the Board of Trustees of said Sanitary District of the date of July 8, 1896; and

WHEREAS, The letting of the contract for said improvements is conditioned by said Board of Trustees upon the formal approval of the proper corporate officials having jurisdiction over said highway of said plans and specifications and the acceptance by said officials, in their corporate capacity, of the work done under said plans and specifications, and the release of the said Sanitary District from all present or future liability for the maintenance of said road, trestle or bridges, or of any of the work done under said plans and specifications, and all damages by reason of the construction and operation of the Main Channel or any of its appurtenances; it is therefore

Ordered, That said plans and specifications, copies of which have been furnished and are on file with the Highway Commissioners of Du Page Township, Will County, Illinois, are hereby approved, and the Town Clerk of said township is hereby authorized and directed to certify the approval

of said Highway Commissioners upon the original of said plans and specifications, and, upon the performance of the work required to be done by said plans and specifications in a good and sufficient manner, the said Sanitary District of Chicago shall be and is hereby released and discharged from all present or future liability for the maintenance of said road, and trestles or bridges, or of any of the work done under said plans and specifications and all damages to said roadway and bridges by reason of the construction and operation of the Main Channel or any of its appurtenances or works of said Sanitary District. Provided, that this resolution has no reference to the bridge over the Main Channel of the Sanitary Canal

(Signed)

J. R. DAVISON,

A. M. FIRESTEIN,

S. E. HEEG,

Highway Commissioners Du Page Township, Will County, Illinois.

Attest:

B. W. STAFFORD, *Clerk.*

The following is

THE CLERK'S CERTIFICATE:

"STATE OF ILLINOIS, }
County of Will. } ss.

I, B. W. Stafford, Town Clerk of Du Page Township, Will County, Illinois, do hereby certify that the above and foregoing is a full, true and complete copy of a certain resolution duly adopted by the Board of Highway Commissioners of said Du Page Township, at a meeting thereof held on the 9th day of September, 1896, together with the proceedings relating thereto.

In Witness Whereof, I have hereunto set my hand this 9th day of Sept. 1896.

(Signed)

B. W. STAFFORD.

Town Clerk

The following are

THE PROCEEDINGS OF THE TRUSTEES OF
THE VILLAGE OF ROMEOVILLE.

At a special meeting of the President and Trustees of the Village of Romeoville, held at their regular meeting place in Romeoville, on the tenth day of September, 1896, there were present: H. F. Brockman, President; Fritz Boehme, Trustee; B. F.

Welch, Trustee; Chas. Markstrom, Trustee; Henry Bachmann, Trustee; President and Trustees of said Village of Romeoville.

And thereupon the following proceedings were had:

Mr. Boehme moved the adoption of a resolution relating to the Romeo Highway.

Mr. Welch seconded such motion.

And upon the same being put to a vote, it was duly carried, and so announced by the President.

The following is the resolution:

WHEREAS, The Sanitary District of Chicago heretofore constructed its Main Channel across the Romeo highway and constructed various adjuncts to said Main Channel, whereby it has been claimed that the said highway leading west to the east branch of the Desplaines River has been damaged by the waters of the Desplaines; and

WHEREAS, Said Sanitary District of Chicago is willing to make certain improvements in said highway by the raising of the same and constructing certain openings for the flow of water and otherwise improving the same, according to certain plans and specifications, in the possession of the Chief Engineer of the Sanitary District of Chicago, mentioned in the certain advertisement for proposals for building culverts and grading highway, published in the Proceedings of the Board of Trustees of said Sanitary District of the date of July 8, 1896; and

WHEREAS, The letting of the contract for said improvements is conditioned by said Board of Trustees upon the formal approval of the proper corporate officials having jurisdiction over said highway of said plans and specifications, and the acceptance by said officials, in their corporate capacity, of the work done under said plans and specifications, and the release of the said Sanitary District from all present or future liability for the maintenance of said road, trestles or bridges, or of any of the work done under said plans and specifications, and all damages by reason of the construction and operation of the Main Channel or any of its appurtenances, it is therefore

Ordered, That said plans and specifications, copies of which have been furnished and are on file with the Village Clerk of

the Village of Romeoville, Will County Illinois, are hereby approved, and the Village Clerk of said Village of Romeoville is hereby authorized and directed to certify the approval of the Trustees of said village upon the original of said plans and specifications, and upon the performance of the work required to be done by said plans and specifications in a good and sufficient manner, the said Sanitary District of Chicago shall be and is hereby released and discharged from all present or future liability for the maintenance of said road and trestles or bridges, or of any of the work done under said plans and specifications, and all damages to said roadway and any bridges by reason of the construction and operation of the Main Channel, or any of its appurtenances or works of said Sanitary District; provided that this resolution has no reference to the bridge over the Main Channel of the Sanitary Canal.

(Signed) H. F. BROCKMAN,
President.

FRITZ BOEHME, *Trustee.*

B. F. WELCH, *Trustee.*

HENRY BACHMANN, *Trustee.*

CHARLEY A. MARKSTROM, *Trustee."*

Attest:

H. F. SMITH,
Clerk.

The following is

THE CLERK'S CERTIFICATE:

"STATE OF ILLINOIS, } ss.
County of Will.

I, H. F. Smith, Clerk of the Village of Romeoville, do hereby certify that the above and foregoing is a full, true and complete copy of a certain resolution adopted by the President and Trustees of the Village of Romeoville, at a regular meeting held on the tenth day of September, 1896, together with the proceedings relating thereto, as the same appears of record in my office.

In Witness Whereof, I have hereto set my hand and affixed the seal of said village this tenth day of September, 1896.

(Signed) H. F. SMITH,
[SEAL] *Village Clerk."*

RELEASE AND SETTLEMENT OF CLAIM OF
CRERAR, CLINCH & COMPANY AGAINST
CONTRACT ON SECTION F.

President Eckhart presented a message

with reference to the claim of Messrs. Crerar, Clinch & Company for mechanic's lien against contractors on Section F for \$1,182.63, setting forth that said claim had been settled and said lien released, the notice of claim for lien withdrawn and a proper satisfaction and release filed with the Clerk of the District, the message stating that an order on the Sanitary District had been given by Messrs. Weir, McKechney & Company for the sum of \$591.32, to be paid out of the next current estimates and recommending that the President be authorized to accept the same, the order, form of acceptance, and satisfaction and release, also being transmitted with the message, and the message and accompanying papers were read.

Mr. Boldenweck, seconded by Mr. Smyth, moved that the message be received, with accompanying papers printed and filed, and the authority requested in the message granted.

The motion prevailed unanimously, and it was so ordered.

The following is

THE MESSAGE :

"CHICAGO, Sept. 16, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your President would respectfully report to your Honorable Body that the claim for a lien made by Messrs. Crerar, Clinch and Company against contractors on Section F for Eleven Hundred Eighty-two and Sixty-three one-hundredths (\$1,182.63) Dollars, has been settled and said lien released and the notice of claim for lien presented by the Committee on Judiciary at the meeting of the Board of September 2, 1896 (Page 3493 of Proceedings), has been withdrawn and a proper satisfaction and release filed with the Clerk of the District.

As part payment of such claim an order has been given by Weir, McKechney and Company for the sum of Five Hundred Ninety-one and Thirty-two one-hundredths (\$591.32) Dollars, out of the next current estimates which order is is herewith presented with form of acceptance, with the recommendation that the President be authorized to accept the same in the form as presented.

Very respectfully,

(Signed) B. A. ECKHART,
President."

Two enclosures.

The following is the

THE ORDER OF WEIR, M'KECHNEY & CO.,
AND ACCEPTANCE OF SAME.

"CHICAGO, September 11, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Out of the next current estimates for work done upon our contract for the excavation of Section F of your Main Channel, we hereby authorize and request you to make a warrant in the form as then issued in payment of contractors estimates for the sum of five hundred, ninety-one and thirty-two one-hundredths (\$591.32) dollars to our order; such warrant to be the property of Messrs. Crerar, Clinch & Co., to be endorsed by us and then to be delivered by you to said Messrs. Crerar, Clinch & Co., the same to be charged to our account.

(Signed) WEIR, MCKECHNEY & Co.,

By JOHN MCKECHNEY.

The above order is accepted upon the condition that the same is subject to the terms of said contract for excavation on Section F, and shall in no manner interfere with the operation thereof, and that the District undertakes no liability to said Crerar, Clinch & Co., which it does not or will not owe to said Weir, McKechney & Co., and that the above order and this acceptance shall not change the relationship between or among any of the parties, Crerar, Clinch & Co., Weir, McKechney & Co., and the Sanitary District of Chicago, until delivery of said warrant by said District hereon.

.....
President.

The following is

THE SATISFACTION AND RELEASE:

"STATE OF ILLINOIS, }
County of Cook. } ss.

Crerar, Clinch & Co., vs. Weir, McKechney & Co., and Sanitary District of Chicago.

In consideration of the full payment and satisfaction of the claim for lien made by Messrs. Crerar, Clinch & Co. against Messrs. Weir, McKechney & Co., contractors on Section F of the Main Channel of the Sanitary District of Chicago, notice of which was presented to the Board of Trustees of said District, September 2, 1896, for eleven hundred eighty-two and sixty-three one-hun-

dredths (\$1,182.63) dollars, as the same is reported upon by the Committee on Judiciary of said Board of Trustees (page 3493 of printed Proceedings of said Board), we hereby acknowledge full satisfaction of said lien claim and forever waive and release the same to said Weir, McKechney & Co. and Sanitary District of Chicago and withdraw said notice so served and presented as aforesaid.

(Signed) CRERAR, CLINCH & Co.,

By R. FLOYD CLINCH.

CHICAGO, Ill., Sept. 11, 1896."

RELEASE AND SETTLEMENT OF CREDITOR'S BILL FILED BY JOHN R. HAGAMAN AGAINST CONTRACTORS ON SECTION E.

The Clerk presented a report with reference to the creditor's bill proceedings brought by John R. Hagaman against contractors on Section E, setting forth that said proceedings and judgment on which same were based, together with interest and costs, had been duly satisfied by the delivery on an order of said contractors to said John R. Hagaman, of a warrant for \$597, and that the sum of \$219.65 being the balance of the amount ordered retained, had been paid over and delivered to said contractors, the report being accompanied by release and satisfaction of lien, and the report and accompanying papers were read.

Mr. Boldenweck, seconded by Mr. Jones, moved that the report be received with accompanying papers printed and filed, and the action of the Clerk in reference to same duly ratified and confirmed.

The motion prevailed unanimously and it was so ordered.

The following is

THE REPORT:

"CHICAGO, Sept. 23, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—In the matter of the creditors' bill proceedings brought by John R. Hagaman against Messrs. Angus and Gindele, contractors on Section E, I desire to report and present to your Honorable Body that said proceedings and the judgment on which the same were based, together with interest and costs, have been satisfied by the delivery upon an order of Angus and Gindele to said John R. Hagaman, of a warrant for Five Hundred Ninety-seven (\$597.00) Dollars, and that proper releases and

satisfaction has been taken therefor, and the balance of Two Hundred Nineteen and Sixty-five one-hundredths (\$219.65) Dollars of the sum of Eight Hundred Sixteen and Sixty-five one-hundredths (\$816.65) Dollars ordered retained at the meeting of the Board of August 20, 1896 (Page 3479 of Proceedings), has been paid over and delivered to said Angus and Gindele; I therefore report this action in the premises to your Honorable Body with the recommendation that the same be approved

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

(One enclosure.)

The following is

THE RELEASE AND SATISFACTION:

"STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

*John R. Hagaman vs. John Angus,
George A Gindele and Sanitary Dis-*
trict of Chicago.

WHEREAS, Said John R. Hagaman heretofore on the 6th day of April, 1890, recovered a judgment at law in the Circuit Court of Cook County, for nine hundred and fifty and sixty-five one-hundredths (\$950.65) dollars, with costs of suit, upon which there was thereafter credited three hundred and ninety-five and fifty one-hundredths (\$395.50) dollars, and

WHEREAS, ALSO, Said John R. Hagaman heretofore on the 13th day of August, 1896, filed his bill of complaint against the above named defendant in the Circuit Court of Cook County, number 160,436, in the nature of creditors bill proceedings upon said judgment, and,

WHEREAS, There was duly served on the Sanitary District of Chicago the summons issued in the last mentioned cause, and

WHEREAS, ALSO, The Sanitary District of Chicago, by its Board of Trustees, at their meeting of August 20, 1896, (page 3479 of Proceedings) ordered that the sum of eight hundred and sixteen and sixty-five one-hundredths (\$816.65) dollars be retained out of the estimate of Angus and Gindele, and

WHEREAS, Said Angus and Gindele have

settled the amount of the claim above set forth, being the amount of said balance of judgment with cost and interest, in all the sum of five hundred and ninety-seven (\$597.00) dollars.

NOW, THEREFORE, The said John R. Hagaman, in consideration of the full satisfaction of said claims, has satisfied and released and does hereby satisfy and release said judgment against Angus and Gindele in full, including costs and interest, and authorizes and directs the Clerk of said Circuit Court to enter satisfaction on the docket at any time hereafter, and also releases and satisfies the lien of said creditors bill proceedings, and forever discharges the Sanitary District of Chicago from any liability by reason thereof, and stipulates and directs that said cause be dismissed without costs to the Sanitary District of Chicago.

(Signed) JOHN R. HAGAMAN,
By J. WARREN PEASE,
His Attorney."

Sept. 22nd, 1896.

AUTHORIZATION OF EXPENDITURES FOR
HOUSING PUMPING PLANT ON SECTION 14.

The Clerk presented a report from the Chief Engineer enumerating certain bills incurred in housing the pumping plant on Section 14, and setting forth that all had been paid except the one last mentioned, being that of James F Ryan for labor and material for \$356.25, and asking confirmation of his action in the premises and authorization of the payment of the bill still unpaid, all as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report be ordered printed and placed on file, the action of the Chief Engineer confirmed, and the authorization requested therein granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 23, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—At the meeting of the

Joint Committee on Engineering and Finance, on June 15th, I stated the need of housing in the pumping plant on Section 14, and I was authorized by the committee to go ahead and have the necessary building erected and cover it later by a requisition on the Board. The bills for this work are all in and are as follows:

Marsh & Bingham Company....	\$420 18
The Foster & Munger Company, windows and doors.	89 00
Hibbard, Spencer, Bartlett & Company.....	18 44
Thos. F. Ryan for labor and ma- terial expended in erecting house.....	356 25
Total.....	<u>\$883 87</u>

All of these bill have been paid except the last mentioned (Thos. F. Ryan), and I would therefore ask you to confirm my action in the premises and authorize the payment of this final bill.

Respectfully submitted,

Signed) ISHAM RANDOLPH,
Chief Engineer."

AUTHORIZATION OF CERTAIN EXPENDITURES ON TEMPORARY BRIDGE AT WESTERN AVENUE.

The Clerk presented a report from the Chief Engineer asking authorization of payment of certain bills incurred for flooring the temporary bridge across the Main Channel at Western avenue, all as set forth in the report, and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be approved, printed and filed, the action of the Chief Engineer be confirmed and the authority requested in the report granted.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The single flooring first laid on the temporary bridge across our Channel at Western avenue proved inadequate to stand the traffic across the bridge and I was compelled to have a

second floor laid on top of it. The cost of the oak flooring purchased of Marsh & Bingham Company was \$198.34, and the bill of Hibbard, Spencer, Bartlett & Co. for nails was \$3.30. The labor bill for laying the floor has not come in yet. Please authorize the payment of these bills for repairs.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

CLAIM OF S. B. MOODY FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F.

The Clerk presented a communication from Mr. S. B. Moody with reference to, and accompanied by, his claim against Messrs. Weir, McKechney & Company, contractors on Section F, for laundry work amounting to \$17.30.

By unanimous consent the communication and accompanying claim were referred to the Committee on Judiciary.

CLAIM OF CHARLES BOUCHER FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTIONS L AND M.

The Clerk presented a communication from Mr. Charles Boucher with reference to, and accompanied by, his claim against the receiver of the Heidenreich Company, contractors on Section L and M, for groceries furnished to laborers on said sections, amounting to \$129.21, which, by unanimous consent, was referred to the Joint Committee on Judiciary and Finance.

CLAIM OF WILLIAM A. SCHONFELD FOR LIEN AGAINST CERTAIN RIGHT OF WAY LANDS.

The Clerk presented a communication from Mr. William A. Schonfeld, setting forth that prior to the condemnation of certain right of way lands of the District he had recovered a judgment, which was at that time still unsatisfied and constituted a prior lien to the amount of \$42.75, including judgment and costs, and asking that the same be investigated by the Board and ordered paid.

By unanimous consent the communication was referred to the Joint Committee on Judiciary and Finance.

REPORT ON CLAIMS OF DELANEY OIL AND GREASE COMPANY, OWEN & WILEY. THOMAS E. WELBOURN, NICHOLAS B. BARTZ, M. D., AND GEORGE R JENKINS & COMPANY FOR MECHANIC'S LIEN AGAINST CONTRACT ON SECTION F.

Mr. Mallette, Chairman, presented a

report from the Committee on Judiciary with reference to notices of claims of the Delaney Oil and Grease Company, Owen & Wiley, Thomas E. Welbourn, Nicholas B. Bartz, M. D., and George R. Jenkins & Company against Messrs. Weir, McKechney & Company, contractors on Section F, for materials, labor and services, amounting in the aggregate to \$1,719.56, the report stating that under the law the District should retain the several amounts claimed until admitted or adjudicated, and recommending that the sums respectively be deducted from any current estimate of Messrs. Weir, McKechney & Co., and be retained until the further order of the Board, all as set forth in the report; and the report was read.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted, printed and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is the

THE REPORT:

"CHICAGO, September 21, 1896.

The Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN: Your Committee on Judiciary would respectfully report to your Honorable Body that there have been served upon the District and filed with the Clerk five (5) notices of claims for lien against Messrs. Weir, McKechney & Co., contractors on Section F, for various materials, labor and services by the several persons, and in the amounts respectively as follows, to-wit:

Delaney Oil and Grease Company.	\$240 86
Owen & Wiley.....	484 27
Thomas E. Welbourn.....	623 25
Nicholas B. Bartz, M. D.....	277 15
George R. Jenkins & Co.....	94 03
Total.....	\$1,719 56

And your committee advise that under the law the District should retain the several amounts claimed until the same are admitted or adjudicated, respectively, and your committee therefore recommend that said sums, in all amounting to \$1,719.56, be deducted from any current estimate of

Messrs. Weir, McKechney & Co., if any there be in their favor, and retained until the further order of the Board. Such sums, however, are not to be considered hereby as being applied to such claims, but simply retained subject to the order of the Board.

Returned herewith are said five claims for filing.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.
ALEX. J. JONES,
J. C. BRADEN,
Committee on Judiciary"

RELEASE AND SETTLEMENT OF CLAIM OF ÆTNA POWDER COMPANY AGAINST CONTRACT ON SECTION E.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to the claim of the Ætna Powder Company for mechanic's lien against contractors on Section E for \$300, setting forth that said claim had been settled by the Clerk of the District by paying to the Ætna Powder Company, on the order and receipt of Messrs. Angus & Gindele, a warrant for \$300, and that a full release and satisfaction of lien and a waiver and withdrawal of notice had been given therefor to the District, the report being accompanied by Clerk's report, receipt, release and waiver, and the report and accompanying receipt, release and waiver were read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, with accompanying papers, printed and the recommendations made therein concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

REPORT.

"CHICAGO, September 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary to whom was referred the claim for a lien of Ætna Powder Company against Angus & Gindele, for Three Hundred (\$300.00) Dollars (page 3481 of Proceedings), beg leave to report that the said

claim has been settled by the Clerk of this District paying to Aetna Powder Company on the order and receipt of Angus & Gindele, a warrant for Three Hundred (\$300.00) Dollars and a full release and satisfaction given by said Aetna Powder Company thereof and a waiver and withdrawal of the notice heretofore given therefor to the District.

Your Committee therefore recommend the action of the Clerk be approved and said notice be placed on file.

Herewith returned is said notice for filing.

Respectfully submitted,

(Signed) J. P. MALLETT, *Chairman.*

ALEX. J. JONES.

J. C. BRADEN,
Committee on Judiciary.

(Three enclosures.)

The following is

THE RECEIPT, RELEASE AND WAIVER
OF LIEN.

"CHICAGO, September 3, 1896.

To the Sanitary District of Chicago:

In consideration of the full payment to the undersigned, Aetna Powder Company, of the claim for mechanics' lien for three hundred (\$300.00) dollars against Messrs. Angus & Gindele for powder furnished to them for use upon the work of excavation on Section E of the Main Channel of the Sanitary District of Chicago, notice of which claim was served upon said District and presented at the meeting of the Board of Trustees thereof on August 20, 1896 (page 3481 of Proceedings), the receipt of which amount is hereby acknowledged, and of one (\$1.00) dollar paid to the undersigned by the Sanitary District of Chicago, the receipt whereof is likewise acknowledged, said notice of claim for lien is hereby withdrawn and said Sanitary District of Chicago is hereby forever released and discharged from any claim for mechanics' lien for said amount, and such lien is hereby waived.

(Signed) AETNA POWDER COMPANY,
By PADEN & GRIDLEY,
Its Attorneys."

APPROVAL OF VOUCHER FOR CHRISTIE &
LOWE ON SECTION 15.

Mr. Wenter, Chairman, presented a

report from the Committee on Finance with reference to the voucher of Messrs. Christie & Lowe for work done on Section 15 amounting to \$2,502.41, referred to that Committee (page 3502 of the Proceedings), setting forth that the Committee had decided that said work is an extra under the contract between them and the District, and recommending that said amount be paid upon the voucher of the Chief Engineer; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, printed, the recommendations made therein concurred in, and the voucher of Christie & Lowe for \$2,502.41 approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—Mr. Braden—one.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

CHICAGO, Sept. 23, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Finance, to whom was referred the voucher of Messrs. Christie & Lowe, amounting to \$2,502 41, for work performed on Section 15 in excavating the foundation of the controlling works below the datum as specified in the plans, would respectfully report to your Honorable Body that they have had the matter under consideration, and have come to the conclusion that said work is an extra under the contract between them and the District, and your Committee therefore recommend that said amount be paid upon the voucher the Chief Engineer.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

Z. R. CARTER,
J. P. MALLETT.

Committee on Finance."

REPORT ON "BIDS FOR BUILDING CULVERTS AND GRADING ROMEO HIGHWAY OVER AND ACROSS THE LANDS OF THE SANITARY DISTRICT."

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to the bids for building culverts and grading Romeo highway over and across

the lands of the Sanitary District, presented and referred to that Committee at the meeting held September 9, 1896, (page 3508 of the Proceedings), recommending the awarding of the contract for said work to Mr. Daniel Sullivan of Lockport, Illinois, at the price set forth in his bid, and also recommending that the check of Mr. John Lehman, deposited with his bid, be returned to him; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, ordered printed, the recommendations made therein concurred in, and the President and Clerk authorized to execute the contract for said work under conditions as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, September 21, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the bids for building culverts and grading Romeo highway at Romeoville (see page 3508 of the Proceedings), respectfully advise as follows:

The Committee find that the aggregate of the bids which were submitted by Daniel Sullivan, of Lockport, Illinois, for the different classes of work for which bids were invited, is the lowest. Mr. Sullivan has been before the Committee and has made assurance as to his financial standing and responsibility, which satisfies the Committee that he is the lowest responsible bidder for the work.

The Committee therefore recommend that the contract for building culverts and grading Romeo highway, in the manner as described by the advertisement and plans and specifications, be let to said Daniel Sullivan, the lowest bidder, at his bid, the prices being as follows:

(a) Price per cubic yard for masonry.	\$2.20
(b) Price per cubic yard for crushed stone or gravel.....	40
(c) Price per cubic yard for filling....	27
(d) Price per 1000 feet, board measure, for timber.....	21.75

The Committee therefore recommend that the President and Clerk be authorized and directed to execute on the part of the District the form of agreement heretofore agreed upon for said work, as arranged between the Committee and said Daniel Sullivan, at the prices herein stated, as soon as the same shall have been executed by said Daniel Sullivan and a bond with a surety company as surety satisfactory to the Finance Committee be furnished by him.

The Committee also recommend that the check of John Lehman, deposited with his bid on said work, be returned to him.

Respectfully submitted,

WM. BOLDENWECK,
Chairman.

FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
J. C. BRADEN,
THOS. A. SMYTH,

Joint Committee on Engineering and Finance.”

REPORT ON “AUTHORIZATION OF EXPENDITURE FOR EIGHT TRACK BRIDGE AT CAMPBELL AVENUE AND THIRTY-FIRST STREET, OBSERVATION TOWERS AT CONTROLLING WORKS, AND EXTRA WORK ON SECTIONS 11 AND 6.”

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to, and accompanied by report from the Chief Engineer and correspondence in reference thereto, asking authorization of the expenditure of the following items: \$500 for professional services in connection with eight track bridge at Campbell avenue and Thirty-first street; \$240.35 for erecting observation towers at Controlling Works; \$55.18 for extra channeling on Section 11; and \$558.59 for concrete foundation beneath retaining wall on Section 6, the report recommending that the bills for said amounts as presented be approved and paid upon the voucher of the Chief Engineer in the usual form; and the report was read.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be adopted, printed, with enclosures filed, and the recommendations contained in the report concurred in.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Braden (*except the bill of Christie & Lowe, on which he voted nay*), Carter, Eckhart, Kelly, Mallette and Wenter—seven. Nays—Mr. Smyth—one.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 21, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance to whom was referred the communication of Isham Randolph, Chief Engineer, of September 1, 1896, requesting authorization of expenditure of the following items:

W. L. Stebbings, for professional services in connection with the eight-track bridge at Campbell avenue and Thirty first street....	\$500 00
Christie & Lowe, for erecting observation towers at Controlling Works	240 35
Mason, Hoge & Company, for extra channeling on Section 11.....	55 18
Mason, Hoge & Company, for concrete foundations beneath the retaining wall on Section 6, as per instructions of Chief Engineer...	558 59

(page 3486 of Proceedings), would respectfully report that they have examined into the several items for which request for authorization and approval was so made, and find that they are proper charges against, and were necessarily incurred in carrying on the work of, the District, and therefore recommend that the bills for said amounts, as presented by the several parties above mentioned, be approved and paid upon the voucher of the Chief Engineer in the usual form.

Returned herewith is the communication of said Chief Engineer for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES.

Joint Committee on Engineering and Finance."

REPORT ON "COMMUNICATION IN REFERENCE TO WESTERN STONE COMPANY BRIDGE ON SECTIONS 9 AND 10, AND NECESSITY FOR DAM AT SECTION 7."

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to, and accompanied by, a communication from the Western Stone Company in regard to the bridge crossing the Main Channel on Sections 9 and 10, and the necessity for a dam behind the north wall of the Channel on Section 7, to prevent overflow of their property, the report being also accompanied by correspondence in reference thereto, and recommending that said communication be placed on file.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, printed, with enclosures filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Sept. 21, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the communication of the Western Stone Company, of August 25, 1896, in reference to its bridge on Sections 9 and 10, over the Main Channel, and necessity for construction of dam at Section 7 (page 3495 of the Proceedings), would respectfully report that the several matters therein contained were referred to the Chief Engineer for consideration and conference with said Stone Company, and the several communications passing between the Chief Engineer and said Stone Company have been presented to the Committee, from which the Committee conclude that no action is necessary to be taken by the District, regardless of what the rights, if any, of the Stone Company may be, and recommend that said communication, so referred as aforesaid, be placed on file.

Returned herewith is said communication, with copies of the correspondence be-

tween the Chief Engineer and said Western Stone Company.

Respectfully submitted,

(Signed)

WM. BOLDENWECK,
Chairman.

FRANK WENTER,

Z. R. CARTER,

THOMAS KELLY,

ALEX. J. JONES.

J. C. BRADEN,

THOMAS A. SMYTH,

Joint Committee on Engineering and Finance."

(Five enclosures.)

PRESENTATION OF "BIDS FOR CONSTRUCTING FOUNDATIONS FOR BEAR TRAP DAM AND COLLATERAL WORK."

The President then announced that in conformity with the advertisement of July 22, 1896, published sixty days in advance, as required by the Sanitary District act, inviting bids for constructing foundations for Bear Trap Dam and collateral work, the Board would now proceed to open bids received in response to the same.

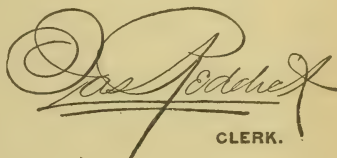
The Clerk then presented the bid of Benezette Williams of Chicago, and announced that this was the only bid received.

Mr. Mallette, seconded by Mr. Wenter, then moved that the bid just received be rejected and immediately returned unopened by the Clerk to the bidder, and that the President and Clerk be directed to readvertise for proposals for the construction of the said foundations for Bear Trap Dam and Collateral Work according to the form adopted heretofore and in compliance with the law.

The motion prevailed unanimously, and it was so ordered.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Kelly, the Board then adjourned.



CLERK.

September 23,]

—3531—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

OCTOBER 1, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto building, Thursday, October 1, 1896, at 1:30 o'clock, P. M., pursuant to call.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter — nine members, were present.

CALL FOR MEETING.

The Clerk then read the call for the

special meeting, which is as follows:

“CHICAGO, Sept. 29, 1896.

James Reddick, Esq., Clerk Sanitary District of Chicago:

DEAR SIR—Under the rules, you will please call a special meeting of the Board of Trustees for Thursday, October 1, 1896, at 1:30 o'clock P. M., at the meeting room of said Board in the Rialto Building, Chicago, Illinois, for the following purposes:

To receive and consider the message of the President to the Board of Trustees upon the subject of the nature and progress of the work of the District, and the advisability of conferring with the proper authorities of the City of Chicago regarding the disposal of its sewage and the prevention of contamination of its drinking water.

To consider the reports of the several committees regarding the payment of unpaid labor on Section F, and claims for liens regarding such section; also regarding letting of contract and approval of bonds for the work on Romeo high-way, and regarding the awarding of the several contracts for the superstructure and substructure, respectively, for the Elgin, Joliet and Eastern Railroad bridge, and the superstructure and substructure, respectively, of the Southwest Boulevard bridge; and also any other reports or communications from any of the officers or committees of the District or of its Board of Trustees.

And for the consideration and passing of the monthly pay roll, and the consideration of any other regular or other expenses or expenditures of the District which may come before the meeting, and ordering payment therefor, and for the making of any order with reference to any of said matters or any part thereof, as said Board of Trustees may deem proper, and to transact such other and further business as may come before the meeting.

Very truly yours,

(Signed) B. A. ECKHART,
President, Board of Trustees of the Sanitary District of Chicago."

MESSAGE REVIEWING THE WORK OF THE DRAINAGE BOARD, CALLING ATTENTION TO INCREASED POLLUTION OF WATER SUPPLY AND RECOMMENDING APPOINTMENT OF SPECIAL COMMITTEE.

The President then presented and read a message reviewing the work of the Board to date, calling attention to the increased pollution of the water supply, setting forth that a special committee to take action in the matter had been recently recommended by the Mayor and concurred in by the Council of the City of Chicago, and recommending that a special committee of the Board be appointed to confer with the Mayor of Chicago and the special committee appointed by him, and report the result of such conference to the Board. Accompanying the message was a report from the Chief Engineer transmitting tables showing progress and present status of the work on the canal, and a statement showing population of districts contributing to the pollution of the water supply.

In the same connection Mr. Jones presented the following

RESOLUTION:

Resolved, That the message of the

President be received, printed and placed on file and its recommendation concurred in, and that a committee be appointed consisting of the President and five members to be selected by him from the members of the Board of Trustees to act in accordance with such recommendation.

Mr. Jones, seconded by Mr. Boldenweck, then moved the adoption of the foregoing resolution and asked that the usual custom, in appointing the mover a member of the committee, be not followed in this instance, owing to a special press of other business.

The motion prevailed unanimously, and the President declared the resolution adopted.

The following is

THE MESSAGE:

"CHICAGO, Oct. 1, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The increased rainfall of the present season over that of the past three years has directed the attention of the public anew to the importance of the work with which you are charged.

The condition of the Chicago River, and of the water of the lake previous to the organization of this District, was such as to render imperative immediate steps toward their improvement. The organization of the Sanitary District was the response to that great need. The floods of the summer of 1892, occurring at the time of the first letting of work for the Main Channel, accentuated the necessity of the undertaking.

After the work was once under way, however, a succession of seasons remarkable for scantiness of rainfall succeeded and caused such an amelioration of the conditions affecting the water supply of the city as to lull the public into a sense of security.

This District also had early in the inauguration of its work, by means of the spill-way at the Ogden Dam, shut out for the most part the floods of the Desplaines Valley, which had been a potent factor in the pollution of the lake. This improvement was effective in ordinary times in restraining to a minimum the evil effects of ordinary high waters.

The condition of the drinking water of the city for the past few weeks has, however, again directed the serious attention of the general public to a situation which has always been familiar to you, because actively engaged in carrying out one o

the means of remedying it. The discussions which have followed in the public press have served to direct attention anew to the character of the work of this Board, and to cause anxious inquiry to be made as to when the public may enjoy the fruits of its completed labors.

The work has been one of great magnitude. It has been accomplished only by the earnest and hearty co-operation of the individual members of this and the former Board of Trustees. For this you have already been awarded the approval of the public, but I am sure that you are fully conscious, as I am, that we shall not rise to the full measure of the responsibility imposed upon us if we relax in any degree our efforts to bring our work at the earliest possible period to that stage of completion at which the public may begin to enjoy its benefits.

You have now reached a point where you see about ninety per cent of the work of excavation put behind you. The Main Channel, with its deep cut through earth and rock and its massive retaining walls of solid masonry, attest the activity of your labors thus far. The statements of the Chief Engineer, herewith submitted, give a convenient summary of the progress of the work to this time. It will be seen that nearly all of the contract sections will be finished during the present autumn. The existing contracts provide for a Main Channel from the Chicago River to Lockport, together with Controlling Works, completed, with the exception of bridges, ready for the admission of the water therein.

It now devolves upon us to give careful and immediate attention to the remaining steps necessary in order that this Channel may be put to the use for which it is destined.

Important among these is the finishing of uncompleted matters pertaining to the work already under contract. Though you have succeeded in making favorable terms for the crossing by the Main Channel of the tracks of several of the great railway systems, there yet remain two or three crossings unprovided for.

I wish to call your especial attention to the importance of reaching a speedy conclusion of these matters, to the end that if agreements favorable to the interests of the District, similar to those made with the other railway corporations, cannot be effected, that the regular legal steps towards acquiring the right to make such crossings may be

taken. This is of particular importance with reference to the work upon Sections N and O.

The carrying of the water from the Controlling Works at Lockport down to the upper dam at Joliet, and thence through that city must be provided for. Its accomplishment in the most successful manner to the satisfaction of the various public interests involved will require much patient and mature consideration on your part, and I am sure the public may rely upon it, as it has the right to expect, that none of us will permit his individual opinion on matters of detail to stand in the way of carrying out what may be determined upon by this body to be best and most expedient for the interests of the District, and of the localities concerned.

The completed surveys of the Chicago River and its branches, made by our engineers, have enabled the department to confirm the estimates theretofore made by it as to the possibility of obtaining through the Chicago River a supply of water sufficient to meet the requirements of the Sanitary District law. They have rendered that possibility a certainty, and show that the plans already considered are entirely feasible and practicable.

It has already been pointed out in my message to you of last December, that much of the work required in the Chicago River in the way of deepening and enlarging its channel was urgently needed in the interests of navigation alone, without reference to the work of this District. It was shown that the Chicago River was a navigable stream, under the direct care of the general government; that no work could be undertaken upon it without the approval of the Secretary of War; that it was used by the shipping of the great lakes, and any improvement made in it in the interests of navigation was in the nature of a general public improvement and not local, and hence any improvements undertaken, the result of which would be to benefit navigation and which the interests of navigation alone demanded, should be undertaken and paid for by the general government.

The same view was taken by the representatives of the shipping interests, of the Board of Trade and by the City authorities, and united action was taken by them for the purpose of properly presenting the matter to Congress for its action, and such action was taken as resulted in an appropriation calling for ex-

penditures under the direction of the Government for the deepening of the river and its branches, and bids for such work have already been invited. It is expected that the work will be let during the coming month.

The work of this District will be complementary to that undertaken by the Government and will have for its object such widening, construction of by-passes and additional deepening as shall be necessary to furnish the 300,000 cubic feet per minute required. The investigations carried on under the direction of the Chief Engineer show that this amount of water may be brought through the river with a velocity of current not to exceed one and one quarter miles per hour. Such a current will not in any appreciable degree interfere with the free navigation of the river.

The active and continuous efforts of the members of this Board will be necessary in order to finish this work in such time as to occasion no delay in the use of the Channel for which there is such urgent necessity.

With such united and vigorous action, we may confidently expect that, unless some unforeseen complication shall arise, the entire work ready for the admission of the waters of the lake will be completed by the end of 1897 or early in 1898.

This result will have been accomplished with but a moderate burden of taxation, compared with that to which most communities have been compelled to resort in carrying out works of such magnitude.

To meet the outlays necessitated by the work still before you, and which I have briefly outlined, the exercise of the same rigid economy in expenditures as has been heretofore practiced, will be necessary.

The completion of our Channel, and the turning of the water into it, will undoubtedly give the full measure of relief so long awaited by the people of the City of Chicago, provided measures shall have been taken by the city authorities to take advantage of the means thus furnished them.

The fact that the object of the incorporation of the District, and the carrying out of the work undertaken by it, is to furnish an outlet or main channel for the disposal of sewage, is too often lost sight of. There is too great a tendency to believe that, because the problems of sewage disposal and water supply are so de-

pendent upon the completion of the work of the District, when that work is accomplished all that is necessary will have been done. This is a mistake. It is the uniform legal opinion that the powers of the District do not go to the extent of permitting it to take immediate charge and direction of the sewers in the streets of the city. That is for the city itself to look after.

The ground was gone over last year and since then all new undertakings with reference to sewers have taken into consideration the best manner of availing of the means for sewage disposal furnished by the Sanitary District Channel.

The question of intercepting sewers for the purpose of arresting the further discharge of sewage directly into the lake was also taken up by the city, and has been under consideration since then.

The increased pollution of the waters of the lake during the past few weeks, as shown by the analysis, gives warning that immediate steps must be taken if the full benefit of the Sanitary District Channel is to be secured.

No temporary expediency will answer. Tunnel extension will not afford permanent relief. Sewers must not be permitted to discharge their contents into the lake.

At the last meeting of the City Council, His Honor, the Mayor, in a communication to the Common Council, called attention to the urgent necessity of some immediate action upon the part of the city for the preservation from contamination of the water supply. The appointment of a special committee was recommended and concurred in by the Council.

Since the best results can be secured only by the united action of the city authorities and the Trustees of this District, I recommend that a special committee from this Body be appointed to confer with His Honor, the Mayor, and the committee appointed by him, and to report at some future time the results of such conference.

Since nearly nine-tenths of the outflow from the sewers is already discharged into the river and its branches, the completion of our channel and the admission of the water therein will without doubt remove the chief source of danger to our water supply, but the construction of intercepting sewers or the application of some other means of avoiding the direct discharge of sewage into the lake must be made before it can be

said that all sources of danger are removed.

When the Main Channel is finally finished by the Sanitary District and intercepting sewers constructed by the city, we will be the best drained city, and have the purest supply of water, of any in the world.

I have no doubt that by the co-operation of the city and this Board measures will be devised and put into operation which shall fully meet the necessities of the case and the wishes of the people whom we represent.

Respectfully submitted,

(Signed) B. A. ECKHART,
President.

(Accompanied by Chief Engineer's report transmitting tables and statement.)

The following is

CHIEF ENGINEER'S REPORT:

"CHICAGO, October 1, 1896.

Hon. B. A. Eckhart, President:

DEAR SIR—I hand you herewith tables showing the present status of this work as regards expenditure, progress and outstanding obligations, and showing progress of the work on basis of completed yardage, and also a statement showing the population of each of the city districts which contributes to the pollution of the water supply by draining directly or indirectly into the lake.

Very respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

TABLE SHOWING THE ADVANCEMENT OF THE WORK OF THE SANITARY DISTRICT AT SEPTEMBER 1st, 1896, BASED UPON ESTIMATED COST AND CONTRACTOR'S EARNINGS.

SECTION.	Total.	Earned.	Unearned.	Amount Paid	Retained Percentage.
O.....	\$ 378,291 86	\$ 203,598 67	\$ 174,693 19	\$173,489 42	\$ 30,109 25
N.....	258,183 89	57 031 95	199,151 94	46,931 50	10,100 45
M.....	158,377 45	157,876 43	1,001 02	137,704 38	19,672 05
L.....	217,779 76	216,942 51	837 25	189,040 39	27,902 12
K.....	289,405 04	280,145 79	9,258 25	245,091 87	35,054 92
I.....	288,762 25	287,875 00	887 25	251,890 62	35,984 38
H.....	312,358 71	250 070 77	62,287 94	212,541 00	37,529 77
G.....	381,847 48	327,577 04	54,270 44	282,485 00	45,092 04
F.....	382,986 52	301,906 47	81,080 05	265,039 79	36,866 68
E.....	576 804 08	371,337 83	205,466 25	317,925 43	53,412 40
D.....	601,438 70	510,831 84	90,606 86	439,544 70	71,287 14
C.....	486,244 21	420 177 71	66,066 50	364,144 90	56,032 81
B.....	485,194 90	464,644 12	20,550 78	401,366 24	63,277 88
A.....	914,888 74	666,358 05	248,525 69	577,753 76	88,604 29
1.....	1,309,953 84	963,192 21	346,761 63	848,590 47	114,601 74
2.....	936,535 26	912 341 66	24,193 60	795,015 91	117,325 75
3.....	840 257 86	836 680 70	3,577 16	734,569 82	102,110 88
4.....	1,073,319 77	1,006,027 77	67 292 00	857,585 33	148,442 44
5.....	737,153 21	640,545 71	96,607 50	545,054 65	95,491 06
6.....	731,980 39	728,078 18	3 902 21	640 715 74	87,362 44
7.....	800,606 09	792,446 66	8 159 43	695 663 98	96,782 68
8.....	1,029,432 20	1,011,178 21	18,253 99	891,018 37	120,159 84
9.....	819,424 30	818,996 91	427 39	717,123 83	101,873 08
10.....	1,024,278 66	1,023,719 46	559 20	901,833 51	121,885 95
11.....	842,571 92	841,143 01	1,428 91	740,145 10	100,997 91
12.....	818 016 64	857,568 03	448 61	752,593 84	104,974 19
13.....	819 888 19	819 163 94	221 25	716,763 45	102,395 49
14.....	938,004 29	873,770 40	59,233 89	757 962 62	115,807 78
15.....	757 085 56	461,161 50	295,924 06	370,646 59	90,514 91
	18 052 85	18,052 85	.....	18,052 85	.....
Totals.....	\$19,261 619 62	\$17,119 942 38	\$2,141,677 24	\$14,888,290 06	\$2 231,652 32

Total amount of contracts..... \$19,261 619 62
Total amount earned..... 17,119,942 38

Total amount to be earned..... \$ 2 141,677 24
Total reserved percentage and unpaid vouchers..... 2,231,652 32

Total required to complete existing contracts..... \$ 4,373,329 56
Amount earned, 89.03 per cent.

(Signed) ISHAM RANDOLPH, *Chief Engineer.*

TABLE SHOWING THE ADVANCEMENT OF THE WORK ON BASIS OF COMPLETED YARDAGE AT SEPTEMBER 1ST, 1896.

	<i>Cubic Yards.</i>
Total solid rock on Main Channel.....	12,055,140
Total solid rock on River Diversion.....	258,669
	<hr/> 12,313,809
Total solid rock excavated.....	11,637,351 or 95.56 %
Total solid rock to be excavated....	676,458 or 5.44 %
Total glacial drift on Main Channel.....	26,221,184
Total glacial drift on River Diversion.....	1,806,074
	<hr/> 28,027,258
Total glacial drift excavated.....	23,781,287 or 84.85 %
Total glacial drift to be excavated.....	4,245,971 or 15.15 %
Total solid rock.....	12,313,809
Total glacial drift.....	28,027,258
	<hr/>
Total number cubic yards.....	40,341,067
Total amount excavated.....	35,418,638 or 87.8 %
Total amount yet to be excavated.....	4,922,429 or 12.2 %
Total amount of retaining wall.....	366,477
Total amount of retaining wall erected.....	277,579 or 75.74 %
Total amount of retaining wall yet to be erected....	88,898 or 25.26 %

Sections practically completed are I, K, L and M in earth and 3, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in rock. Sections B, C, D, A and H in earth and 2, 4, 5 and 15 will be completed in 1896. The remaining sections will be completed in 1897, probably by July 1st, and by August 1st the Controlling Works will also be completed.

(Signed)

ISHAM RANDOLPH,

Chief Engineer."

STATEMENT SHOWING POPULATION OF CITY DISTRICTS CONTRIBUTING TO POLLUTION OF WATER SUPPLY.

Chicago sewage is the source of pollution, and this finds its way to the lake from three distinct channels. 1st: The Chicago River. 2nd: The sewers emptying directly into the lake. 3rd: The Calumet River. Assuming the school census of 1894 as a basis of estimate, the populations draining into these several channels were as follows:

- | | |
|---|-----------|
| (1) Chicago River..... | 1,293,500 |
| (2) Sewers emptying directly into the lake: | |

North Side.

Eleven sewers emptying into the lake north of Lincoln Park....	17,000
--	--------

South Side.

Twelfth street.....	16,500
Twenty-second street.	45,000
Thirty-fifth street....	46,000

Forty-first street.....	14,500
Forty-fifth street.....	15,000
Fifty-first street.....	11,000
Fifty-sixth street.....	12,500
South of Jackson Park.	35,000
	<hr/> 213,000
(3) Calumet River.....	61,000
	<hr/> 1,567,500

(Signed)

ISHAM RANDOLPH,

Chief Engineer."

APPOINTMENT OF SPECIAL COMMITTEE ON POLLUTION OF WATER SUPPLY.

In accordance with the resolution just adopted, President Eckhart then announced the appointment of Messrs. Carter, Boldenweck, Wenter, Mallette and Kelly as members of the Special Committee on Pollution of the Water Supply.

On this announcement, Mr. Wenter stated that he would like to be excused, but the committee was allowed to stand as appointed for the time being.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Eng. Dept—Chief Engineer's Roll, Sept. 30, 1896	\$ 1,216 67	
Eng. Dept—Division of Construction Roll, Sept. 30, 1896	4,763 63	
Eng. Dept—Division of Drafting and Designing Roll, Sept. 30, 1896	2,787 30	
Eng. Dept—Division of Records Roll, Sept. 30, 1896	939 00	
Eng. Dept—Special service Roll, Sept. 30, 1896	2,707 30	
Eng. Dept—Special service Roll, Sept. 30, 1896	3,048 75	
Eng. Dept—Discharged Men's Roll, Sept. 30, 1896	695 00	
	<hr/>	\$16,157 65
Clerical Dept—Clerk's Roll—Sept. 30, 1896...		898 33
Law Dept—Attorney's Roll, Sept. 30, 1896...	1,065 00	
Law Dept—Joliet Roll, Sept. 30, 1896	458 34	
	<hr/>	1,523 34
Treasury Dept—Treasurer's Roll, Sept. 30, 1896		166 67
General Account—General Roll, Sept. 30, 1896	50 00	
General Account—To-w-path Roll, Sept. 30, 1896	60 00	
General Account—Trustees' Roll, Sept. 30, 1896	2 333 33	
	<hr/>	2,443 33
Police Department—Marshal's Roll, Sept. 30, 1896		3,429 15
Pumping Station, Sec. 3 Roll, Sept. 30, 1896		776 75
Pumping Station, Sec. 14 Roll, Sept. 30, 1896		585 00
Total		<hr/>
		\$25,980 22

ENGINEERING DEPARTMENT.

W. L. Stebbins (expert services)	\$ 500 00
James W. Beardsley (expense)	27 50

CLERICAL DEPARTMENT.

C. F. W. Junge (post-age stamps)	\$ 10 00
--	----------

LAW DEPARTMENT.

W. M. McEwen (expense)	\$ 65 20
------------------------------	----------

LAW DEPARTMENT—LAND ACCOUNT.

John L. Henry (one-half cost of fence)....	\$ 79 90
--	----------

PUMPING PLANT—SECTION 14.

Thomas F. Ryan (building pump house)	\$ 356 25
--	-----------

Grand total	<hr/>
	\$27 019 07

Mr. Carter, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth (except as to voucher for W. L. Stebbins for \$500.00, on which he voted no) and Wenter—nine. Nays—None.

Upon which result the President declared the motion carried.

DELINQUENCY OF WORK ON SECTION F.

The Clerk presented a report from the Chief Engineer setting forth that work on Section F had been suspended by the contractors since the 12th ult; that such suspension constituted an abandonment of the work and breach of contract, and recommending that said contractors be notified by the Clerk to discontinue any further work upon said section, and that they be not permitted to perform any further work under said contract without a further arrangement or order of the Board, and that unless such arrangement or order of the Board, and that unless such arrangement be made at once the District exercise its rights under said contract, for a reletting of the same; and the report was read.

Mr. Kelly, seconded by Mr. Smyth, moved that the report be received and printed, the recommendations made therein concurred in, and that the Clerk be ordered and directed to notify the said contractors as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Oct. 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—It is proper that you be advised of the fact that work has been suspended on Section F (for which Messrs. Weir, McKechney & Co. are contractors) for the past eighteen days on or since the 12th ult.; this suspension, in my opinion, constitutes an abandonment of the work and breach of the contract, and demands action for the protection of the interests of the District under the provision of Clause "L" of the contract governing the work on this section.

I am, therefore, of the opinion and hereby certify that the rate of progress being made by Messrs. Weir, McKechney & Co. upon their contract on Section F, is not such as to insure its completion within the time specified by said contract; and that the work of excavation as carried on up to said September 12, 1896, is being unnecessarily and unreasonably delayed by the non performance of any work of excavation since said date; and that said Messrs. Weir, McKechney & Co. are wilfully and persistently violating the conditions or covenants of said contract requiring said contractors to make regular progress upon said work and to complete the same within the time specified in the contract and in failing to pay the laborers employed in the work upon said section.

And I advise and recommend that said Messrs. Weir, McKechney & Co. be notified by the Clerk to discontinue any further work upon said section and that they be not permitted to perform any more work under their said contract without a further arrangement with or the order of the Board and that unless such arrangement be made at once and the several defaults by said contractors excused or compensation made therefor that the District exercise its rights under said contract for a reletting or the completion of the work on said Section F as provided in said contract.

Very respectfully,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT ON CLAIMS OF S. B. MOODY,
A. J. PRUITT, HUGO GRAFER, ALBERT
PIGARSCH, WILLIAM WELBOURN AND
EDWARD BARRETT, AND JOHN GRIEB-
LER, FOR MECHANICS' LEIN AGAINST
CONTRACTORS ON SECTION F.

Mr. Mallette, Chairman, presented a

report from the Committee on Judiciary with reference to and accompanied by notice of claims of S. B. Moody, A. J. Pruitt, Hugo Grafer, Albert Pigarsch, William Welbourn and Edward Barrett, and John Griebler, against Messrs. Weir, McKechney & Company, contractors on Section F, for labor and material amounting in the aggregate to \$1,116.36, the report stating that under the law, the District should retain the amount claimed until the same is admitted or adjudicated, and recommending that said sum of \$1,116.36 be retained out of any unpaid current estimate of Weir, McKechney & Company after any prior rights of the District in said estimate under the contract have been satisfied or allowance made therefor, until said claims are settled or until the further order of the Board; providing, however, that the rights of the District to make any further order in relation to said claims shall be in no manner impaired; and provided, also, that the payment of labor by the District under the contract with said contractors shall not be interfered with by this action; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is the

THE REPORT:

"CHICAGO, September 28, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk, notices of claims for mechanic's liens for labor and material against Messrs. Weir, McKechney & Company, contractors on Section F, by the persons for the amounts respectively as follows, that is to say:

S. B. Moody.....	\$ 17 30
A. J. Pruitt.....	212 14
Hugo Grafer.....	15 02
Albert Pigarsch.....	187 10
William Welbourn and Edward Barrett.....	650 00
John Griebler.....	34 80

Total..... \$1,116 36

and your Committee advise that under the law the District should retain the amount claimed until the same is admitted or adjudicated, and therefore recommend that said sum of \$1,116.36 be retained out of any unpaid current estimate, if any, of Messrs. Weir, McKechney & Company after any prior rights of the District in said estimate, under the contract, have been satisfied or allowance made therefor until said claims are settled or until the further order of the Board; provided, however, this order shall in no manner impair the powers or rights of the District to make any further order in relation to the said claims or sum retained; and provided also, that this order shall not interfere with the payment of labor by the District under the contract with said Messrs. Weir, McKechney & Company on Section F.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary"

(Six enclosures.)

REPORT ON CONTRACT FOR BUILDING
CULVERTS AND GRADING ROMEO HIGH-
WAY, AND APPROVAL OF BOND.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, transmitting executed contract with Daniel Sullivan for building culverts and grading Romeo highway over and across the lands of the Sanitary District, accompanied by bond, said contract having been awarded at the meeting held September 23, 1896 (page 3527 of the Proceedings), the report setting forth that the bond had been duly approved by the Committee, and recommending that said contract be printed in the Proceedings, and, together with the bond, filed with the Clerk of the District; and the report was read.

Mr. Wenter, seconded by Mr. Mallette, moved that the report be adopted, with accompanying bond printed, the recommendations made in the report concurred in, and the contract and bond as executed be approved.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT :

"CHICAGO, Sept. 28, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago :*

GENTLEMEN—Your Committee on Finance, to whom was referred the approval of the bond of Daniel Sullivan for building culverts and grading in and upon Romeo highway, in Du Page Township, Will County, Illinois, between the East Des-plaines River and the Main Channel (page 3527 of Proceedings), would respectfully report unto your Honorable Body that a proper bond was presented to the Committee in the sum of five hundred (\$500.00) dollars with the usual conditions as to the performance of the conditions of the contract, with the American Surety Company of New York as surety, and the same was duly approved by the Committee.

Your Committee transmit herewith original duplicate copy of the contract between the District and said Daniel Sullivan with reference to the said work fully executed, together with the bond so approved by your Committee, as aforesaid, and recommend that the said contract be printed in the Proceedings and it, together with said bond, be filed with the Clerk of the District.

Very respectfully,

(Signed) FRANK WENTER,
Chairman.

Z. R. CARTER,

J. P. MALLETT,

Committee on Finance."

(Accompanied by contract and bond).

The following is

THE CONTRACT AND SPECIFICATIONS FOR
BUILDING CULVERTS AND GRAD-
ING ROMEO HIGHWAY.

"Sanitary District of Chicago.

Contract and specifications for work on
Romeo highway.

*This Agreement, Made and entered into
this 23rd day of September, A. D. 1896, by
and between the Sanitary District of Chi-
cago of the first part, and Daniel Sullivan,
of Lockport, in the State of Illinois, of the
second part.*

A—

WITNESSETH, That the said party of the

second part has covenanted, contracted and agreed, and by these presents does covenant, contract and agree with said party of the first part, for the consideration of the payments to be made as provided for herein, to the said party of the second part, by the said party of the first part, and under a penalty expressed in a bond bearing even date herewith, at his own proper cost and expense, to do all the work, and to furnish all the material (except building stone), tools, explosives, labor and all appliances and appurtenances called for by this agreement, in the manner and under the conditions hereinafter stipulated, that are necessary to the complete performance of the work herein-after specified, on the Romeo highway.

B—

It is further covenanted, contracted and agreed that the work shall be executed under the direction and supervision of the Chief Engineer of the Sanitary District of Chicago, and his properly authorized agents, and by whose measurements and calculations the quantities and amounts of the several kinds of work performed under this contract shall be determined, and on whose inspection all work shall be accepted or condemned. The said Chief Engineer and his properly authorized agents shall have full power to reject or condemn all materials furnished or work performed under this contract which do not fully conform to its spirit, and to the terms and conditions herein expressed; and the Chief Engineer shall decide every question which may arise between the parties hereto, relative to the execution thereof, and his decision shall be final and binding upon both parties.

C—

Wherever the words "Sanitary District" are used in this contract, they shall be understood to mean the Sanitary District of Chicago, as represented by the Board of Trustees or their duly authorized and accredited agents.

Wherever the word "Engineer" is used herein, it shall be understood to mean the Chief Engineer of the Sanitary District of Chicago, or his properly authorized agents, limited by the particular duties intrusted to them.

Whenever the word "Contractor" is used herein, it shall be understood to mean the

person or persons, or copartnership or corporation, entering into the contract as party of the second part.

SPECIFICATIONS.

The work covered by and included in these specifications is the raising of the roadway of the Romeo highway over and across the lands of the Sanitary District of Chicago in Will county, Illinois, to the grade established therefor and shown on the plans accompanying these specifications, and the building of two trestle bridges shown on said plans together with masonry abutments for same.

The contractor for the work to supply all materials and labor of every kind required for or entering into the work.

Road Bed—The road bed is to be made of earth and broken stone, to be taken from the spoil bank of the Main Channel and deposited so as to make the required prism to the height shown upon the plans for sub grade with such allowance for settlement as the Engineer may direct. Upon the roadway so formed broken stone macadam, or else gravel suitable for road-making, is to be placed to a depth of twelve inches and eighteen feet in width.

Masonry—The abutments shown are to be of rubble stone laid in cement mortar. Stone to be sound and clean, laid in courses and well bonded by breaking joints. Stone to be taken from the spoil banks of the Sanitary Channel.

Mortar—To be composed of sand and cement in the proportion of two parts sand and one part cement. Cement used to be the best American cement subject to inspection and acceptance of the Engineer. Sand to be clean and sharp. Sand and cement to be thoroughly mixed in such manner as the Engineer may direct before water is added.

Timber—To be sound and free from wind shakes and loose or damaging knots. All timber used to be of Norway Pine except the flooring and wheel guards, which shall be of oak; and all workmanship to be good and acceptable to the Engineer.

Trestle bents to be secured to foundations by iron dowel pins, as shown on the plans.

Foundations—All foundations to be prepared to receive the masonry by the party of the second part, who shall make exca-

vation to such depth, length and width as directed by the Engineer.

Measurement—Measurement of all masonry shall be by the cubic yard, and payments shall be made upon the basis of the actual cubical contents of the completed masonry, price per cubic yard to include all necessary excavation and refilling.

Changes in Plan—The amount of masonry figured from the plans is approximate, and the Sanitary District reserves the right to make alterations in the line, grade, plan, form or dimensions of the work herein provided for, either before or after beginning the construction thereof; provided, that if alterations are made, the general character of the work as a whole is not thereby changed. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damages or for anticipated profits on the work that may be dispensed with; if they increase the amount of work such increase shall be paid for according to the quantity of work actually done, and at prices and rates established for such work under this contract. Notice of change of plan must be given the contractor in writing, and it is expressly agreed that no alterations or additions, or extra work are to be paid for unless directed in writing.

All claims for extra labor or material furnished by the contractor, or for damages from any cause whatever, must be reported to the Engineer at the time such labor or material are furnished or such damages occur, and they must also be presented to him in writing at the end of the month; provided, that nothing shall be paid for as extra work that can be classified under any of the heads upon which prices are fixed by this contract.

Whenever work is required to be done which is not now contemplated or covered by the prices hereinafter given, the Engineer shall fix such prices for the work as he shall consider just and equitable, and the contractor shall abide by such prices; provided, he enters upon such work with full knowledge of the prices so fixed by the Engineer.

Responsibility of Contractor—All the work provided for in this contract is to be done under the direction and supervision of the Chief Engineer and his properly authorized agents. The contractor is to be

guided by the lines, stakes, marks and grades given by them, and is to carefully preserve the same as far as possible during the progress of the work, and is to furnish all needed facilities, without charge therefor, to enable the Chief Engineer to properly give lines and grades and to measure the work from time to time.

Tools—The contractor is to furnish all tools of every kind and description, including pumps, cars and track necessary to the full and complete carrying out of this contract, and, on completion of the work, is to remove all tools, buildings and material of all kinds from the right of way of the Main Drainage Channel.

Precautions—Whatever precaution may be necessary to render any portion of the work more secure in any respect, or to decrease the liability of accident from any cause, or to avoid contingencies, which are liable to delay the completion of the work, shall be taken by the contractor.

Workmen—The contractor shall employ competent foremen and laborers, and shall discharge, at the request of the Engineer, any incompetent or unfaithful men in his employ. None but men expert in their respective branches of work shall be employed where certain skill is required.

Damages—If any damages shall be done by the contractor, or by any person or persons in his employ, to the owner or occupants of lands, or to any property adjoining, or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, the Engineer shall have the right to estimate the amount of said damage, and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damages shall be deducted from the money due said contractor under this contract.

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person, growing out of any act or doing of himself or his employes, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any such injuries or such damages received or sustained by any person or persons by or from said con-

tractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be retained by the said Sanitary District until such suit or claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees.

Prices—In consideration of the said work being carried on and completed in time and manner as hereinbefore specified, the said party of the first part agrees to pay to the said party of the second part the following amounts per cubic yard, and the said party of the second part agrees to receive and accept the same as full compensation for the performance of the work, including the furnishing of the material (except building stone), tools, labor, etc., to-wit:

(a) For each cubic yard of completed masonry in abutments, as per the terms of this contract, the sum of two and twenty one-hundredths dollars (\$2.20).

(b) For each cubic yard of crushed stone or gravel, as per the terms of this contract, the sum of forty one-hundredths dollars (\$0.40), which price shall cover and include excavation for foundations.

(c) For each cubic yard of filling in place, as per the terms of this contract, the sum of twenty-seven one-hundredths dollars (\$0.27).

(d) For each thousand feet of timber erected, as per the terms of this contract, the sum of twenty-one and seventy-five one-hundredths dollars (\$21.75).

The price proposed must cover and include all nails, spikes, bolts and other iron entering into the work as called for by the plans.

Time and Manner of Payment—It is agreed by the party of the first part that on or before the 10th and 25th days of each month, during the progress of the work, and subject to the provisions hereinbefore specified under the head of "Time," payment will be made to the said party of the second part to the amount of eighty-seven

and one-half ($87\frac{1}{2}$) per cent of the contract price of the approximate amount of work done during the previous half month, upon written certificates from the Engineer that such approximate amount of work has been done during that period, twelve and one-half ($12\frac{1}{2}$) per cent being reserved until the completion and acceptance of the whole work; such time of completion is hereby fixed as on or before December 1st, 1896, and time herein is declared to be of the essence of the contract.

Certificate—On all the work provided for in this contract being completed in accordance with the contract and to the full satisfaction of the Chief Engineer, and on its being inspected by him and a certificate made by him setting forth the amounts of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to said second party by the said certificate of the said Chief Engineer, including the twelve and one-half ($12\frac{1}{2}$) per cent reserve. Payment to be made within thirty (30) days of the date of completion.

All payments herein may be made by the District in cash or by warrants against the tax levy of the District at its option.

Failure to Pay Laborers—If at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed or material furnished upon said work, for ten days after it shall have become due, then the party of the first part shall have power to pay for such labor or for material, tools, explosives, machinery, appliances, fuel, provisions or supplies of any sort or kind used or consumed in, upon or on account of the work covered by this contract, the party of the first part shall have the power to pay for such labor or materials, explosives, machinery, appliances, fuel, provisions or supplies of whatever sort or kind out of moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor. In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain by its Engineer the amounts due or owing from said contractor to any laborer or laborers or to any person or persons for

materials, tools, explosives, machinery, apparatus, fuel, provisions or supplies of any sort or kind or consumed upon, in or on account of the work covered by this contract, in such manner and upon such proof as the said Engineer may deem sufficient.

In Witness Whereof, On the day and year first above written, the said Sanitary District of Chicago has caused this agreement to be signed by its President and attested by its Clerk, and its corporate seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal.

THE SANITARY DISTRICT OF CHICAGO,

(Signed) By B. A. ECKHART,

[SEAL] *Its President.*

Attest:

JAS. REDDICK, *Clerk.*

[SEAL] DANIEL SULLIVAN."

AUTHORIZATION OF PAYMENT OF LABORERS ON SECTION F.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, setting forth that Messrs. Weir, McKechney & Co., contractors on Section F, have failed to pay certain laborers on said section, and recommending that the Attorney and Chief Engineer be authorized to proceed under the contract to ascertain the amount due said laborers, and pay the same, and that warrants be drawn by the Clerk upon the voucher of the Attorney and Chief Engineer for such amount as may be necessary, and that the same be charged against any unpaid estimate and reserved percentage, as may be determined by said Attorney and Chief Engineer, and that such action be reported to the Board, the report being accompanied by the opinion of the Attorney and General Counsel in reference thereto; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, with accompanying opinions printed and filed, the recommendations made in the report concurred in, and the authority and direction therein asked for granted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance beg leave to report and show to your Honorable Body that the contractors on Section F, Messrs. Weir, McKechney & Company, have ceased operations under their contract and have failed to pay the labor employed upon the section for the current month, and have also failed to pay for portions of such labor for a number of months past, and are in default over ten thousand dollars on such labor and such default has existed for over ten days as to all of said labor; that the laborers to a large number have applied to the various officers of the District to protect them under the contract between the District and said contractors.

The character and condition of the laborers on this section are such that appeal strongly to the sympathies of your committee and impel them to the belief that the District ought to use every effort and power at its command to see to it that this labor is paid, with due regard to the interests of the public trust imposed upon the Trustees.

There has accumulated in the hands of the District, as reserved percentage under the contract and current estimates, a sum somewhat in excess of thirteen thousand dollars. This sum will probably be insufficient to protect the District, should Weir, McKechney & Company be unable to complete the contract and the District be compelled to advertise and relet the work on the section. Recourse in such event will probably have to be had upon the bond given with the contract, which bond is regarded as good.

After due consideration and securing the opinion of the Attorney and General Counsel in the matter (which is herewith presented) your Committee have concluded that the District has the power to pay the labor in question and charge the sum paid against any unpaid estimate and said reserved percentage, and hold the bond for any ultimate loss upon the contract. In doing this, it is true that the District gives up the greater portion of its cash fund, and

perhaps takes some risks of litigation against the bond, which it would escape by holding on to what it has. But your Committee believe that the duty imposed upon the District, to protect the labor which goes into the canal, justifies the making of payment, and holding the bond, and that no loss will finally result from so doing.

Your Committee, therefore, recommend that authority and direction be given to the Attorney and Chief Engineer of the District to proceed under the contract between the District and Weir, McKechney & Co., and ascertain the amounts due from them to the several laborers on Section F, and to pay the same, and to exercise in the name and behalf of the District all powers under said contract necessary to the payment of said labor, and that warrants be drawn by the Clerk upon the voucher of the Attorney and Engineer for such sums as may be necessary to pay such labor, and that the same be charged against any unpaid estimate and reserved percentage, as may be determined by said Attorney and Chief Engineer, and that they report their proceedings in said matter fully to the Board.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

FRANK WENTER,

Z. R. CARTER,

ALEX. J. JONES,

J. P. MALLETT,

THOMAS A. SMYTH,

Joint Committee on Engineering and Finance."

(One enclosure.)

The following is

THE OPINION OF ATTORNEY AND GENERAL COUNSEL:

"CHICAGO, September 23, 1896.

To the Honorable, the Joint Committee on Engineering and Finance:

GENTLEMEN—In the matter of the questions arising upon the labor claims against Messrs. Weir, McKechney & Company, contractors on Section F, referred to the Attorney at the meeting of your Honorable

Body of September 21, 1896, the questions to be considered are as follows:

(1) What priorities, if any, have labor claims over other claims against the contractors on Section F under the lien law of Illinois?

(2) What are the rights and powers of the District under the contract with said contractors regarding the payment of labor and recourse against the contractors and the surety on the bond?

As to the first question, a reading of the lien law of the State of Illinois, approved and in force June 26, 1895, indicates that a lien given for labor, materials, apparatus, fixtures and machinery is a lien standing by itself against the money, bonds or warrants due or to become due the contractor for improvements. Section 24, giving the lien, requires a notice to the officials of the municipality, whose duty it is to pay the contractor, giving the particulars of the claim, and then provides, specifically, that 'there shall be no preference between the persons serving such notice, but all shall be paid pro rata in proportion to the amount due under their respective contracts.'

Section 28 gives labor to the extent of two week's wages priority for the liens mentioned in the preceding Section 27, but the latter section refers to the lien created by Section 22, which relates to the creation of an ordinary subcontractors' lien, and therefore does not apply to the lien in the matter of work on public improvements.

Prior to the adoption of the present lien law, there was no lien recognized against or concerning public improvements, the policy of the law being against extending the provisions of the ordinary lien act to works of public interest.

Section 24 of the Act of '95, however, makes a provision for the creation of a particular kind of lien against the bond, money or warrant due or to become due the contractor, and as to claimants of this kind, places them all on the same footing.

Therefore, I am of the opinion that as to the first question, there is no priority of claim for labor on Section F over claims for material, apparatus, fixtures and machinery.

As to the second question, a simple statement of the provisions of the contract

would seem to serve to make the matter clear.

'Failure to Pay Laborers — If at any time during the progress of said work the said contractor shall fail or neglect to pay for labor performed or material furnished upon said work, for ten days after it shall have become due, then the party of the first part shall have power to pay for such labor or such material out of any money or moneys that may be due to said contractor, and said amount so paid shall be retained out of any money due or to become due to said contractor.

In any such case the party of the first part is hereby authorized and empowered by the said party of the second part to ascertain the amount or amounts, due or owing to any laborer or laborers, from said contractor, in such manner and upon such proof as it may deem sufficient, and without giving any notice of such proceedings to said contractor, and the amount or amounts so found by the said party of the first part to be due and owing to said laborer or laborers, shall be final and conclusive evidence as against said contractor, and may thereafter be paid over by the said first party to such laborer or laborers.'

The contractors' bond specifically provides as its condition that the contractors shall in all respects well and truly keep and perform the contract on their part in accordance with its terms and the plans and specifications therein contained and referred to and in the time and manner therein prescribed, and further shall indemnify, keep and save harmless the District against all liabilities, judgments, damages, costs and expense which may in any wise come against the District or result from in the carelessness or neglect of the contractors or on account of any infringement of any patent, and pay the District any sum or sums of money determined by the Chief Engineer to be due the District by reason of any failure or neglect in the performance of the requirements of the contract, and shall pay all claims and demands whatsoever which may accrue to each and every person who shall be employed by said contractors in or about the performance of the contract.

Section 1 provides for a reservation of 12½ per cent of payment until the completion and acceptance of the whole work. On final completion and certificate by the

Chief Engineer, Section K provides for payment of all shown to be due, including the 12½ per cent reserve.

Section N provides for a final payment on satisfactory completion and compliance with the contract within thirty days after delivery of certificate.

The possession of this reserve is an additional security to the bond. Section L provides in case of failure to complete, that the District might complete and pay the expense of completion out of such moneys as might be due or thereafter become due to the contractor, as far as same shall suffice, and the balance, if any, should be paid by the contractor on demand. This provision clearly contemplates that all moneys, including the reserve, might be used for the purpose of completion because both moneys due and moneys which might become due, are pledged and authorized to be applied by the District to the payment of the expense of completion.

Section M, above cited in full, gives a power of payment of labor in case of failure by the contractor to pay out of any moneys 'that may be due.'

A question arises whether in the present case of failure to pay, there is money due Weir, McKechney & Company within the meaning of the contract.

There are various meaning to the word 'due.' 'At times it signifies a simple indebtedness without reference to the time of payment; at others, that the time of payment or render is past' (Encyclopedia of Law Volume 6, page 36). There is no certainty that the reserve percentage ever would become payable or that any sum of the current estimate would ever become due or payable at the time of a failure to pay laborers. In fact, it would seem almost certain that in any case of default in contract and a failure to pay labor that nothing would be due and payable to the contractors.

The concluding language of the first clause of the section regarding the payment of laborers indicates that the power to pay for labor out of moneys due is a power to pay out of any fund which might under any circumstances become due under the contract. This language is: 'Said amount so paid shall be retained out of any money due or to become due to said contractors.' Taking all the clause together in connec-

tion with the provisions of the contract relating to the reserve percentage, I am of the opinion that the District has the power to pay labor out of any unpaid estimate or out of the reserve percentage and charge the same against either or both funds.

From the foregoing, my conclusions are: First, that there is no priority of labor over other mechanic's liens' claim under the law of Illinois, on work of public character.

Second, that the District has power to pay these labor claims and charge the same against unpaid estimates and reserve percentage, holding the contractors and bondsmen for any deficit or loss on the contract.

Very respectfully yours,

(Signed) W. M. McEWEN,
Attorney."

After a careful examination of the papers and the statutes of this state, I concur in the opinion and conclusion reached.

(Signed) JOHN P. WILSON.

CHICAGO, September 25, 1896.

REPORT ON BIDS FOR CONSTRUCTING SUPERSTRUCTURE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY'S BRIDGE.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to the bids for constructing the superstructures for the Elgin, Joliet and Eastern Railway Company's bridge, crossing the Main Channel near Joliet, presented and referred to that Committee at the meeting held September 2, 1896 (page 3499 of the proceedings), recommending the awarding of the contract for said structure to Julius G. Wagner, of Milwaukee, Wisconsin, doing business as the Milwaukee Bridge and Iron Works, at the price set forth in his bid; and also recommending that the checks of the Chicago Bridge and Iron Company, and the Youngstown Bridge Company, submitted by them with their respective bids, be returned to them; and the report was read.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be adopted, printed, the recommendations made therein concurred in, and the President and Clerk authorized to execute the contract for said structure under the conditions as provided in the report.

On roll-call the vote stood: Yeas—

Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—Messrs. Braden and Smyth—two.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 28, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the bids for the superstructure for the Elgin, Joliet and Eastern Railway Company's bridge, located on Section 34, Township 36 North, Range 10 East of the Third Principal Meridian (page 3499 of proceedings, would respectfully report as follows:

The Committee find that the bid submitted by Julius G. Wagner of Milwaukee, Wisconsin, doing business as the Milwaukee Bridge and Iron Works, for the sum of thirty-three thousand four hundred seventy-seven (\$33,477.00) dollars for the work for which bids were invited, is the lowest, and the Committee find, after considering the evidence submitted by the representative of said bidder, that he has sufficient financial standing and responsibility to entitle him to the position of being the lowest responsible bidder for the work.

The Committee therefore recommend that the contract for building the said superstructure in the manner as described by the advertisement and plans be let to the said Julius G. Wagner, the lowest bidder, at his bid of thirty-three thousand four hundred seventy-seven (\$33,477.00) dollars, and that the President and Clerk be authorized and directed to execute on the part of the District said contract in the form heretofore submitted with said advertisement, as arranged between the Committee and said Julius G. Wagner at said price, as soon as the same shall have been executed by him and a bond with a surety company as surety satisfactory to the Finance Committee be furnished by him.

The Committee also recommend that the checks of the Chicago Bridge and Iron Company, and the Youngstown Bridge Company, submitted by them with their

respective bids on said work, be returned to them respectively.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
J. P. MALLETTE,

Joint Committee on Engineering and Finance."

REPORT ON BIDS FOR CONSTRUCTING SUBSTRUCTURE FOR THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY'S BRIDGE.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to bids for constructing the substructure of the Elgin, Joliet and Eastern Railway Company's bridge, crossing the Main Channel near Joliet, presented and referred to that Committee at the meeting held September 2, 1896 (page 3499 of the Proceedings), recommending the awarding of the contract for said structure to Mr. Benezette Williams, of Chicago, at the price set forth in his bid; also recommending that the checks of Winston & Co., and Moll and Doan, submitted by them with their bids for the work, be returned to them, respectively; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, printed, the recommendations made therein concurred in, and the President and Clerk authorized to execute the contract under the conditions as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—Messrs. Braden and Smyth—two.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance to whom was referred the bids for the substructure for the Elgin, Joliet & Eastern Railway Company's bridge, located on Section 31, Town-

ship 36 North, Range 10 East of the Third Principal Meridian, Will County, Illinois (page 3499 of Proceedings), would respectfully report as follows:

The Committee find that the aggregate of the prices which were submitted by Benezette Williams of Chicago, Ill., in his bid for the several classes of work for which bids were invited is the lowest.

Mr. Williams has been before the Committee and has made assurances and statements as to his financial standing and responsibility which satisfy the Committee that he is the lowest responsible bidder for the work (the bid of Winston & Co. having been by them withdrawn).

The Committee further recommend that the contract for said substructure, in the manner as described by the advertisement and plans and specifications, be let to the said Benezette Williams, the lowest bidder, at his bid, the prices being as follows:

(a) For each cubic yard of completed masonry in abutments and in rectangular piers the sum of \$5.10.

(b) For each cubic yard of concrete, as per specification, \$6 95.

And that the President and Clerk be authorized and directed to execute on the part of the District the said contract, in the form heretofore submitted with the advertisement for bids, as arranged between the Committee and said Benezette Williams, at the prices herein stated with a deduction from the aggregate amount of the contract price of \$85 95, bringing the same to the bid of Winston & Company, as soon as the same shall have been executed by him, and a bond with a surety company as surety satisfactory to the Finance Committee be furnished by him.

The Committee also recommend that the checks of Winston & Company and Moll & Doan, submitted by them with their bids for the work, be returned to them respectively.

Respectfully submitted,

WM. BOLDENWECK,
Chairman.

FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
J. P. MALLETTE,

Joint Committee on Engineering and Finance."

REPORT ON BIDS FOR CONSTRUCTING SUPERSTRUCTURE FOR THE SOUTHWEST BOULEVARD BRIDGE.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to the bids for constructing the superstructure for the Southwest boulevard bridge, crossing the Main Channel at Thirty-first street, presented and referred to the Committee at the meeting held September 2, 1896 (page 3499 of the Proceedings), recommending the awarding of the contract for said structure to Mr. Julius G. Wagner, of Milwaukee, Wisconsin, doing business as the Milwaukee Bridge and Iron Works, at the price set forth in his bid; and also recommending that the checks of the Massillon Bridge Company and the Lassig Bridge and Iron Works, submitted with their respective bids, be returned them; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, printed, the recommendations made therein concurred in, and the President and Clerk authorized to execute the contract for said structure, under conditions as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—Messrs. Braden and Smyth—two.

Upon which result the President declared the motion carried.

• The following is

THE REPORT:

“CHICAGO, September 30, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the bids for the superstructure for the Southwest Boulevard bridge, located at the intersection of Southwest Boulevard and the Main Channel (page 3499 of of proceedings), would respectfully report as follows:

The Committee find that the bid submitted by Julius G. Wagner of Milwaukee, Wisconsin, doing business as the Milwaukee Bridge and Iron Works, for the sum of fifteen thousand two hundred (\$15,200.00) dollars for the work for which bids were invited, is the lowest; and the Committee find, after considering the evidence sub-

mitted by the representative of said bidder, that he has sufficient financial standing and responsibility to entitle him to the position of being the lowest responsible bidder for the work.

The Committee therefore recommend that the contract for building the said superstructure, in the manner as described by the advertisement, and plans be let to the said Julius G. Wagner, the lowest bidder, at his bid of fifteen thousand two hundred (\$15,200.00) dollars, and that the President and Clerk be authorized and directed to execute, on the part of the District, said contract in the form heretofore submitted with said advertisement as arranged between the Committee and said Julius G. Wagner at said price, as soon as the same shall have been executed by him, and a bond with a surety company as surety satisfactory to the Finance Committee be furnished by him.

The Committee also recommend that the checks of the Massillon Bridge Company and the Lassig Bridge and Iron Works, submitted by them with their respective bids on said work, be returned to them, respectively.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

FRANK WENTER,

Z. R. CARTER,

ALEX. J. JONES,

THOMAS KELLY,

Joint Committee on Engineering and Finance.”

REPORT ON BIDS FOR CONSTRUCTING SUBSTRUCTURE FOR THE SOUTHWEST BOULEVARD BRIDGE.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to the bids for constructing the substructure for the Southwest Boulevard bridge, crossing the Main Channel at Thirty-first street, presented and referred to that Committee at the meeting held September 2, 1896 (page 3499 of the Proceedings), recommending the awarding of the contract for said structure to Mr. Benezette Williams of Chicago, at the price set forth in his bid; and also recommending that the checks of Richardson & Young and the Chicago Star Construction and Dredging Company, received with their bids, be returned to

them, respectively; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, printed, the recommendations made therein concurred in, and the President and Clerk authorized to execute the contract for said work under the conditions as provided in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—Messrs. Braden and Smyth—two.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, September 28, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the bids for the substructure for the Southwest Boulevard Bridge, located at the intersection of Southwest Boulevard and the Main Channel (page 3499 of Proceedings), would respectfully report as follows:

The Committee find that the aggregate of the prices which were submitted by Benezette Williams of Chicago, Illinois, in his bid for the several classes of work for which bids were invited is the lowest.

Mr. Williams has been before the Committee and has made assurances and statements as to his financial standing and responsibility which satisfy the Committee that he is the lowest responsible bidder for the work.

The Committee further recommend that the contract for said substructure, in the manner described by the advertisement and plans and specifications, be let to the said Benezette Williams, the lowest bidder, at his bid, the prices being as follows:

(a) For each cubic yard of completed masonry in abutments and in piers, including Bedford stone coping, the sum of \$5.10.

(b) For each cubic yard of foundation excavation (this price to cover the cost of pumping, sheet piling, or other timber

work, and removal of material), the sum of forty-five one-hundredths dollars.

(c) For piles driven in foundations, per lineal foot, including lengths above cut-off line, the sum of twenty-five one-hundredths dollars.

(d) For timber in foundations per thousand feet B. M. (price named to cover all spikes, bolts or other iron to be used in constructing same), the sum of \$26.

(e) For each cubic yard of concrete as per specifications, \$5.65.

And that the President and Clerk be authorized and directed to execute on the part of the District the said contract in the form heretofore submitted with the advertisement for bids as arranged between the Committee and said Benezette Williams at the prices herein stated as soon as the same shall have been executed by him and a bond with a surety company as surety satisfactory to the Finance Committee be furnished by him.

The Committee also recommend that the checks of Richardson & Young, and Chicago Star Construction and Dredging Company, submitted by them with their bids for the work, be returned to them respectively.

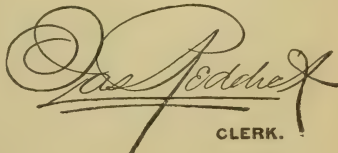
Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
ALEX. J. JONES.
THOMAS KELLY,
J. P. MALLETTE,

Joint Committee on Engineering and Finance."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Kelly, the Board then adjourned.


CLERK.

October 1,]

—3551—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

OCTOBER 7, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, October 7, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven members, were present.

MINUTES.

The minutes of the regular meeting held September 23, and of the special meeting held October 1, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Smyth.

VOUCHERS:

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

A. P. Little (band dater).....	\$	2 50
Post, Jacobi and Bruning Company (drawing paper).....		11 25
The P., C., C. & St. L. R. R. Co. (bridge inspectors).....		5 75

J. M. Abbitt (coal—Willow Springs).....	11 02	
J. M. Abbitt (rent—Willow Springs, September, 1896).....	20 00	
John McCaffery (rent—Brighton Park, September, 1896).....	25 00	
H. S. Norton (rent—Lemont, September, 1896).....	18 00	
Wygant & Ayres ((rent—Corwith, September, 1896).....	12 50	
Chicago Edison Company (repairing fixtures).....	2 49	
C. S. Austin (ice).....	12 00	
Sweet, Wallach & Co. (photo supplies).....	5 10	
P. F. Pettibone & Co. (record books).....	9 00	
S. D. Childs & Co. (time books).....	2 00	
Wm. Kirkham (guage reading, September, 1896).....	10 00	
Wm. McGinnis (guage reading, September, 1896).....	10 00	
Joseph Carlin (guage reading, September, 1896).....	10 00	
Mary Rusk (guage reading, September, 1896).....	10 00	
E. Hastings (guage reading, September, 1896).....	10 00	
Dennison Manufacturing Company (shipping tags).....	5 75	
Office Specialty Manufacturing Company (filing cases, etc.).....	12 00	
F. Mayer & Co. (blue prints).....	66 09	
E. R. Shnable (traveling and expense).....	22 98	
H. B. Alexander (traveling and expense).....	15 96	
		\$ 309 39

PUMPING PLANT, SECTION 3.

Gutta Percha and Rubber Manufacturing Company (belting).....	\$ 38 02	
H. B. Alexander (freight).....	3 65	
*T. C. Loucks & Co. (coal).....	545 14	
Sprague & Co. (coal).....	34 39	
J. M. Abbitt (repairs).....	8 45	
		\$ 629 65

PUMPING PLANT, SECTION 14.

*MacRitchie & Nichol (final payment on machinery).....	\$ 8,000 00	
Delaney Oil and Grease Company (oils).....	27 77	
*James W. Ellsworth & Co. (coal).....	176 31	
Jas. P. Marsh & Co. (testing boilers).....	11 00	
Crerar, Adams & Co. (railroad spikes).....	38 50	
W. D. Allen & Co. (packing).....	3 30	
*Ayer and Lord Tie Company (railroad ties).....	160 00	
*Ed. E. Ayer (railroad ties).....	60 00	
		\$ 8,476 88
Total.....		\$ 9,415 92

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott (Section 1, October 1, 1896).....	\$13,849 15
McArthur Brothers (Section 2, October 1, 1896).....	5,460 00
Gilman & Co. (Section 3, October 1, 1896).....	3,301 38
McArthur Brothers (Section 4, October 1, 1896).....	6,505 62
The Qualey Construction Company (Section 5, October 1, 1896).....	14,591 93
Campbell & Dennis (Section 14, October 1, 1896).....	5,899 78
Wright, Meysenburg, Sinclair & Carry (Section 15, October 1, 1896).....	17,242 31
Heldmaier & Neu (Section A, October 1, 1896).....	12,330 16
Heldmaier & Neu (Section B, October 1, 1896).....	3,759 00
Western Dredging and Improvement Company (Section C, October 1, 1896).....	2,878 75
E. D. Smith & Co. (Section D, October 1, 1896).....	4,839 66
Gahan & Byrne (Section G, October 1, 1896).....	2,586 22

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Gahan & Byrne (Section H, October 1, 1896).....	3,010 49	
Christie & Lowe (Section I, October 1, 1896).....	1,093 75	
Christie & Lowe (Section K, October 1, 1896).....	1,165 50	
Hayes Bros. et al. (Section N, October 1, 1896).....	1,715 66	
McMahon & Montgomery Company et al. (Section O, October 1, 1896)	4,405 59	
Mason, Hoge, King & Co. (Section 8, dimension stone, final).....	7 20	
Hayes Bros. (Section O, Western Avenue bridge, October 5, 1896) ..	58 69	
McMahon & Montgomery Company et al. (Section O, extra work, Oc-		
tober 1, 1896).....	1,057 91	
The Marsh & Bingham Company (Section O, Western Avenue		
bridge, October 5, 1896).....	201 84	
The Pittsburg, Cincinnati, Chicago and St. Louis Railway Company		
(Campbell Avenue bridge, October 5, 1896).....	1,300 57	
		\$ 107,310 96
Grand total.....		\$ 116,726 88

Mr. Boldenweck, seconded by Mr. Carter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 533, Engineering Department, (three months' supplies, as per list attached hereto).....\$211.70

By unanimous consent the requisition was referred to the Joint Committee on Engineering and Finance.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employment of the District for the weeks ending September 26 and October 3, 1896, which was read and, by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, October 7, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the weeks ending September 26 and October 3, 1896, as the same have been reported to me:

	Sept. 26.	Oct. 3.
Engineering Department.....	165	153
Pumping plants.....	19	19
Clerical Department.....	5	5
Law Department.....	6	6
Treasury Department.....	1	1
Police Department.....	43	43
Towpath force.....	1	1
Telephone operator.....	1	1
Total employes.....	241	229

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of September, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

"Balance on hand at date of last report..... \$ 296,189.34

Received from the following sources:

Sanitary District tax account, County Treasurer.....	\$ 450,000.00
James Reddick, Clerk, account Eng. Dept. Express charges paid for Campbell & Dennis	7.64
National Bank of Illinois, interest for September.....	70.85

Ft. Dearborn National Bank, interest for September.....	67.94
Globe National Bank, interest for September.....	86.86
Metropolitan National Bank, interest for September.....	73.91
Chicago National Bank, interest for September.....	69.75
Garden City Banking & Trust Company, interest for September.....	63.01

Total cash received for month.....	\$ 450,439.96
	\$ 746,629.30

Total cash disbursed during month as per annexed schedules, viz:	
Clerical Department....	\$ 848.34
Treasury Department..	166.67
James Reddick, Clerk...	500.00
Engineering Department	18,834.20
Engineering—Construction Department—for warrants issued against tax levy of 1895	431,065.23
Deposited in Tax Warrant Account.....	18,934.77
Law Department.....	1,723.81
Police Department.....	3,617.88
Interest Account.....	8,439.95
General Account.....	2,621.59
Pumping plant—Sec. 3..	2,079.27
Pumping plant—Sec. 14.	796.51
	\$ 489,628.22
Balance this date, in banks as per schedule endorsed hereon.....	* \$ 257,001.08

*Of the \$257,001.08 on hand, \$176,755.11 is the balance of the appropriation of \$200,000.00 made by ordinance of July 8, 1896, for the payment of District bonds and interest, leaving the net available cash balance this date..... \$ 80,245.97

(Signed) MELVILLE E. STONE,
Treasurer.

CHICAGO, September 30th, 1896."

SCHEDULE:

National Bank of Illinois.....	\$ 41,462.61
Chicago National Bank.....	40,138.08
Fort Dearborn National Bank.....	40,622.08
Globe National Bank.....	53,414.57
Metropolitan National Bank.....	43,359.95
Garden City Banking and Trust Company.....	38,003.79
Total.....	\$257,001.08

DRAINAGE OF IMPOUNDED WATER OPPOSITE SECTION G.

The Clerk presented a report from the Chief Engineer in reference to the impounded water between the Santa Fe spoil bank and the spoil bank of the I. & M. canal, opposite Section G, setting forth that such water, unless drained, might cause serious land slides, estimating the cost to be \$330 and recommending that the water be drained; and the report was read.

By unanimous consent, the report was referred to the Joint Committee on Engineering and Finance.

The following is

THE REPORT:

"CHICAGO, October 7, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN: I am in receipt of a letter from Assistant Engineer Shnable, calling my attention to the impounding of water between the Santa Fe spoil bank of our channel and the spoil bank of the Illinois and Michigan Canal, opposite Section G. A pool of water, such as this will be, adjacent to the channel, will be liable to seep through under the spoil banks through a porous stratum known to exist, and may cause serious land slides. The cost of draining it into the Illinois and Michigan Canal, Mr. Shnable estimates at about \$330, and I recommend that drainage be provided.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

RESUMPTION OF WORK ON SECTION F.

Mr. Boldenweck, chairman, presented a report from the Joint Committee on Engineering and Finance with reference to the resumption of work on Section F, by the contractors, Messrs. Weir, McKechney & Company, recommending that said firm be permitted to resume work under certain conditions as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, printed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Oct. 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Joint Committee on Engineering and Finance beg to report to your Honorable Body that in the matter of the resumption of the work on Section F by the contractors, Messrs. Weir, McKechney and Company, wherein it was ordered at your last meeting on the recommendation of the Chief Engineer that said Messrs. Weir, McKechney and Company be notified by the Clerk to discontinue any further work upon said Section F, and that they be not permitted to perform any more work under their contract without a further arrangement with or order of the Board, and that unless such arrangement be made at once and the several defaults by the said contractors excused, or compensation made therefor, that the District exercise its rights, under said contract, for a letting or the completion of the work on said Section F as provided in said contract, that your committee, after a conference with John McKechney, representing said firm, have deemed it advisable and accordingly recommend that said firm be permitted to resume work upon the conditions following, that is to say:

That work shall progress under and in accordance with the terms of the contract between the District and Messrs. Weir, McKechney and Company for the complete excavation and construction of Section F.

That no payments of any kind upon the estimates upon the work on said Section shall be made to said Messrs. Weir, McKechney and Company until such time as the several sums heretofore, or which may hereafter be paid, under or pursuant to the order of the Board of Trustees upon the report of the Joint Committee on Engineering and Finance authorizing the Attorney and Chief Engineer to make payments of claims for labor on said Section, (page 3544 of Proceedings) are repaid and until such estimates also cover any additional claims of any kind which may be filed with the District against said contractors; all of said amounts to be retained from such estimates for the purpose of restoring

the reserve percentage heretofore retained by the District under said contract and indemnifying the District against such claims as may be filed against said contractors.

The payments so made, and which may be made by the Engineer and Attorney, to be approved and accepted by said Messrs. Weir, McKechney and Company and by the surety on the bond given with said contract with Messrs. Weir, McKechney and Company.

All rights which the District has under said contract and the execution thereof, as heretofore executed by said Messrs. Weir, McKechney and Company, to be preserved and stand without prejudice by reason of anything herein contained or the resumption of said work.

The terms and conditions hereof to be assented to in writing by said Messrs. Weir, McKechney and Company and by the surety on the bond given with said contract and such assent to be filed with the Clerk of the District, before proceedings hereunder, or before the same shall take effect.

Very respectfully,

(Signed)

WM. BOLDENWECK,
Chairman.

FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
THOMAS A. SMYTH,
J. C. BRADEN,

Joint Committee on Engineering and Finance."

CLOSING OF OFFICES OF DISTRICT ON CHICAGO DAY.

Mr. Braden presented an order directing that the offices of the District be closed on Friday, October 9, 1896, the same being Chicago Day, a general holiday.

Mr. Braden, seconded by Mr. Boldenweck, moved the adoption of the order, which was carried by a unanimous vote.

The following is

THE ORDER:

Ordered, That the offices of the Sanitary District of Chicago be and the same are hereby ordered closed on Friday, October 9, 1896, the same being Chicago Day.

COMMUNICATION FROM DR. N. B. BARTZ.

The Clerk presented a communication from Dr. N. B. Bartz in reference to his claim against Weir, McKechney & Co., contractors on Section F, presented to the Board September 23, 1896, (page 3526 of the Proceedings).

By unanimous consent, the communication was referred without reading to the Committee on Judiciary.

APPOINTMENT OF MEMBER OF SPECIAL COMMITTEE ON POLLUTION OF WATER SUPPLY.

President Eckhart then announced the appointment of Alexander J. Jones as a

member of the Committee on Pollution of Water Supply, vice Frank Wenter, resigned.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Wenter, the Board then adjourned.



CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

OCTOBER 14, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-fifth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, October 14, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven members, were present.

MINUTES.

The minutes of the regular meeting held October 7, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Jones.

VOUCHERS:

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

O. W. Moon (rent—Lockport).....	\$ 20 00
Chicago Towel Supply Co. (toweling).....	5 90
Isham Randolph (traveling and expense).....	123 25
C. L. Harrison (traveling and expense).....	55 32
Wm. Trinkaus (expense).....	51 08

W. T. Keating (expense).....	\$ 11 88	
A. G. Ryther (expense).....	13 15	
Christie & Lowe (towers—Regulating Works).....	226 94	
	<u>\$</u>	507 52

CLERICAL DEPARTMENT.

A. C. McClurg & Co. (stationery).....	\$ 5 75	
Stromberg, Allen & Co. (stationery).....	5 25	
Wyckoff, Seamans & Benedict (rent of machine).....	5 00	
Chicago Towel Supply Company (towel).....	2 50	
C. S. Austin (ice).....	3 00	
	<u>\$</u>	21 50

LAW DEPARTMENT.

John P. Wilson (legal services to Sept. 30, 1896).....	\$ 1,250 00	
Edwards & Hancock (carbon paper).....	3 00	
Callaghan & Co. (court reports).....	5 75	
Chicago Daily Law Bulletin (subscription).....	3 00	
Chicago Telephone Company (toll service).....	4 60	
Chicago Towel Supply Company (towel).....	3 00	
C. S. Austin (ice).....	6 00	
	<u>\$</u>	1,275 35

LAW DEPARTMENT—LAND ACCOUNT.

Chicago Title and Trust Company (abstracts).....	\$	51 00
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GENERAL ACCOUNT.

John F. Higgins (printing proceedings).....	\$ 85 65	
Chicago Edison Company (electric lighting).....	31 60	
Hayes and Fletcher Printing Company (advertising Romeo highway work).....	9 62	
The Post Publishing Company (advertising Romeo highway work).....	6 90	
The Engineering News Publishing Company (advertising bridges).....	70 40	
The Engineering Record (advertising bridges).....	65 20	
	<u>\$</u>	269 97

POLICE DEPARTMENT.

The Ryan and Hart Company (stationery).....	\$ 3 00	
Sprague, Warner & Company (sundries).....	5 95	
S. L. Derby Lumber Company (roofing material).....	2 70	
J. H. Teedens & Co. (sundries).....	10 60	
P. J. Feeney (horseshoeing).....	5 00	
W. R. Neff (horseshoeing).....	15 00	
Wagner Bros. (livery).....	9 00	
A. F. Weinberger (hay).....	90 20	
E. J. Coen (expense).....	49 18	
	<u>\$</u>	190 63

PUMPING PLANT, SECTION 14.

C. L. Harrison (sundries).....	\$	16 93
Total.....	<u>\$</u>	2,331 70

ENGINEERING DEPARTMENT.

*Construction Account—

Mason, Hoge & Co. (Section 6, extra final).....	\$ 558 59	
Mason, Hoge & Co. (Section 11, extra final).....	55 18	
	<u>\$</u>	613 77
Grand total.....	<u>\$</u>	2 945 47

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Mr. Kelly, seconded by Mr. Carter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Braden (*except the voucher for Christie & Lowe, on which he voted nay*), Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 810, Law Department (window shades and stationery)... \$ 22 00
No. 948, Police Department (coal, oats and kerosene)..... 530 00

Mr. Kelly, seconded by Mr. Jones, moved that Requisition No. 810 for Law Department, and No. 948 for Police Department, as read and shown above be allowed.

On roll-call, the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending October 10, 1896, which was read and, by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, October 14, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending October 10, 1896, as the same have been reported to me:

Engineering department.....	153
Pumping plant.....	19
Clerical department.....	5
Law department.....	6
Treasury department.....	1
Police department.....	42

Towpath force.....	1
Telephone operator.....	1
Total employes.....	228

Respectfully submitted,

(Signed)

JAS. REDDICK,

Clerk.

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of September, 1896, which was read, and, by unanimous consent, was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, October 14, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of, and charged to, the Clerical Department during the month of September, 1896, was \$859.17, divided as follows:

Salaries.....	\$ 833 34
General expenses.....	25 83
Total.....	\$ 859 17

There are no outstanding liabilities beyond usual small current bills against the Clerical Department, and the expenses for the present month will, from present indications, be about \$900.00.

The total amount expended and charged to the General Account during the month of September, 1896, was \$2,621.59, divided as follows:

Salaries.....	\$ 2,443 34
Printing.....	107 19
Electric Lighting.....	27 95
General expenses.....	43 11
Total.....	\$ 2,621 59

There are outstanding liabilities against the General Account to the amount of \$816.31 for telephone service, and the expenses for the present month will be about \$3,500.00.

During the month of September, 1896, there were regular warrants authorized

and drawn against the various accounts for \$31,022.22, as follows:

Engineering Department.....	\$ 19,181 26
Clerical Department.....	859 17
Law Department.....	1,731 71
Treasury Department.....	166 67
General Account.....	2,821 59
Emergency Fund, Jas. Reddick	500 00
Police Department.....	3,591 01
Pumping Plant, Section 3.....	1,455 15
Pumping Plant, Section 14.....	915 66
Total.....	\$ 31,022 22

As directed by your Honorable Body at the meeting held August 12, 1896, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of September, 1896, to the amount of \$342,421.94 were paid in tax levy warrants, with six per cent interest coupons attached, drawn against the tax levy for 1896. In addition to this amount, vouchers issued to other parties and audited, approved and ordered paid to the amount of \$491.46, were also paid in similar tax levy warrants, making a total of \$342,913.40 in 1896 tax levy warrants issued during the month of September.

The total 1895 tax levy warrants issued to September 30, 1896, has been \$2,701,213.77, and of this amount the sum of \$1,833,325.02 was redeemed to September 1, 1896, and the sum of \$431,065.23 was redeemed during the month, and attached coupons for accrued interest on this latter amount to date of redemption, amounting to \$8,439.95, were paid by the Treasurer for which no warrant was required. The total expenditures therefore for the month were as follows:

1896 tax levy warrants.....	\$ 342,913 40
Regular warrants.....	31,022 22
Interest on 1895 tax levy warrants redeemed.....	8,439 95
Total.....	\$ 382,375 57

Of the \$200,000 appropriated July 8, 1896, for the payment of District bonds and interest on bonds and tax levy warrants, there were expenditures during September, 1896, to the amount of \$8,439.95, leaving the unexpended balance of the appropriation \$176,755.11.

Of the total amount of tax levy warrants issued to date, there is now outstanding the sum of \$436,823.52 drawn against the tax levy for 1895. and the

sum of \$760,559.82 drawn against the tax levy for 1896.

Respectfully submitted,
(Signed) JAMES REDDICK,
Clerk."

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of September, 1896, which was read and by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

"CHICAGO, October 14, 1896.
To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to submit the report of the Law Department for the month of September, 1896.

The following are the expenses and disbursements of the office:

SALARIES.

Attorneys.....	\$1,133 34
Office force.....	265 00
	—\$1,398 34

GENERAL EXPENSES.

Settlement of possession of Lay lands...\$	150 00
Right of way.....	165 00
Expense account.....	18 37
	—\$ 333 37
Total	\$1,731 71

The several matters before the Department and engaging its time and attention are briefly as follows:

A contract has been prepared and executed between the District and the American Telephone and Telegraph Company regarding a right of way for a telegraph and telephone line on the Summit road crossing the Main Channel.

The contract between the District and Daniel Sullivan for the repair and improvement of Romeo Highway has been prepared and executed.

An opinion has been prepared on the subject of the right of the District to pay labor claims unpaid on Section F.

A number of legal questions referred to the Law Department have been passed upon.

The settlement of labor claims on Sec-

tion F under the order of the Board and its policy to protect the laborers has been the occasion of the expenditure of a great deal of care and time, about two hundred claims having been considered and relieved, aggregating an expenditure of about eleven thousand dollars.

Other claims against contractors have come in to engross a great deal of attention.

The offices of the Department have also been required in adjusting differences between contractors.

The negotiations for settlement of railroad crossings have continued during the month.

The litigation to which the District is a party, with the opening of the courts, has also demanded considerable consideration in addition to the general routine work of the office.

The coming month will be occupied in the preparation of briefs for the Courts of Appeal, and attention to other details of litigation, negotiations for railroad settlements, examining into claims, preparation of opinions and reports on legal questions and the general routine work of the office.

Respectfully submitted,

(Signed) W. M. McEWEN,
Attorney."

CLAIMS FOR EXTRA WORK ON SECTION 3.

The Clerk presented a report from the Chief Engineer, transmitting four claims from Messrs. Gilman & Company, Contractors on Section 3, for extra work in taking out risings in the bottom after excavation had been completed to grade, preparing foundations for retaining wall, channeling done against protest under instructions from Assistant Engineer, and removing material in excess of determined width of 160 feet; and the report was read.

By unanimous consent, the report and accompanying claims were referred to the Joint Committee on Engineering and Finance.

The following is

THE REPORT:

"CHICAGO, October 13, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Messrs. Gilman & Co. have presented certain claims against this District, which are shown in the

statement accompanying this communication.

Claim No. 1 has, in my judgment, an equitable basis, but the work was done without any agreement as to price, and I think that the price claimed by these gentlemen is rather higher than it should be. There is also some question as to the volume of the work which would have to be settled.

Claim No. 2 brings up a question of responsibility which should not be raised. This District cannot guarantee the judgment of its employes to be unerring. The same reasoning applies to Claim No. 3, these men acting under the requirements of the work to be done, as their best judgment directed in the interest of good construction, and their action should be sustained.

Claim No. 4 should be allowed, as it grew out of an admitted mistake in measurement.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

STONE CRUSHING AND EXCAVATION FOR BEAR TRAP DAM.

The Clerk presented a report from the Chief Engineer with reference to the necessity for entering into some arrangement with Messrs. Wright, Meysenburg, Sinclair & Carry, for crushing stone to be used in connection with foundations for Bear Trap Dam, and also with reference to the necessity for arranging with them to make the necessary excavations for Bear Trap foundations before their outfit is removed; and the report was read.

Mr. Mallette, seconded by Mr. Carter, moved that the report be referred to the Joint Committee on Engineering and Finance, with power to act.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Oct., 13 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—In the interest of economical construction for foundations of the Bear Trap Dam, I would suggest that

we endeavor to enter into some arrangement with Messrs. Wright, Mysenberg, Sinclair & Carry to crush the stone for concrete and deliver it at the site of the work before they dismantle their crusher, which will be within a week or so. There will be required for this work about 9,500 cubic yards of broken stone. If we can furnish this stone ready for use to any parties who might secure the contract, it would materially lessen the price bid for the work, as they would either have to erect a machine for crushing the stone or else buy at a high figure from outside parties. I believe that I can get stone crushed and delivered at the work at a price not to exceed 45 cents per cubic yard.

Also I would suggest that some effort be made to have these contractors make the necessary excavation of Bear Trap foundations before they take their outfit away, as they are equipped for it and would doubtless do it at a less figure than any contractor who would have to bring an outfit to the ground for the purpose.

If anything is to be done in this connection, it should be done promptly. I have to ask you to determine at this meeting what your wishes are in that matter, and instruct me at once.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT ON CLAIMS OF C. E. PARLIN AND
NATIONAL BOILER WORKS FOR ME-
CHANICS' LIEN AGAINST CONTRACTORS
ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary, with reference to notice of claim of C. E. Parlin for \$188.17, and National Boiler Works for \$313.64, for labor and material, against Messrs. Weir, McKechney and Co., contractors on Section F, the report stating that under the law, the District should retain the several amounts claimed until admitted or adjudicated, and recommending that the aggregate of these claims, amounting to \$501.81, be retained out of any unpaid current estimate, if any, after any prior rights of the District in said estimate have been satisfied or allowance made therefor, until said claims are settled or until the further order of the Board; provided, however, that this order shall in no manner impair the powers or rights of the District to make any further order in relation to the said claims or sum retained, and also that this order shall not interfere with the payment of labor by

the District under the contract; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is the

THE REPORT:

"CHICAGO, October 5, 1896.

To the Honorable the Board of Trustees
of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District, and filed with the Clerk, notices of claims for mechanics' liens for labor and material against Weir, McKechney & Company, Contractors on Section F, by the persons for the amounts respectively as follows, that is to say—

C. E. Parlin.....	\$ 188 17
National Boiler Works.....	313 64
Total.....	\$ 501 81

and your Committee advise that under the law the District should retain the amount claimed until the same is admitted or adjudicated, and, therefore, recommend that said sum of \$501.81 be retained out of any unpaid current estimate, if any, of Messrs. Weir, McKechney & Company after any prior rights of the District in said estimate, under the contract, have been satisfied or allowance made therefor until said claims are settled, or until the further order of the Board, provided, however, this order shall in no manner impair the powers or rights of the District to make any further order in relation to the said claims or sum retained, and, provided, also, that this order shall not interfere with the payment of labor by the District under the contract with said Messrs. Weir, McKechney & Company on Section F.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.
ALEX. J. JONES,
J. C. BRADEN."
Committee on Judiciary.

REPORT ON REQUISITION NO. 533.

Mr. Wenter, on behalf of the Joint Committee on Engineering and Finance, presented a report with reference to and accompanied by Requisition No. 533, for the Engineering Department, presented and referred to that Committee at the meeting held October 7, 1896 (page 3554 of the Proceedings), recommending that the same be allowed; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, printed, the recommendations made therein concurred in, and the accompanying requisition allowed.

On roll-call, the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, October 12, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance to whom was referred, at the meeting held October 7, 1896 (page 3554 of the Proceedings), Requisition No. 533, for three months' supplies, amounting approximately to \$311.70, for the use of the Engineering Department, having had the same under advisement beg leave to report, and return said requisition, with a recommendation that it be allowed.

(Signed)

FRANK WENTER,
J. C. BRADEN,
Z. R. CARTER,
ALEX. J. JONES,
THOMAS KELLY,
J. P. MALLETT,

Joint Committee on Engineering and Finance.”

REPAIR OF LYONS AND RIVERSIDE ROAD.

The Clerk presented and read a communication from James Johnstone, Clerk of the Village of Summit, in reference to the repair of the Lyons and Riverside road, along the District right of way, within the Village of Summit.

By unanimous consent, on motion of Mr. Kelly, seconded by Mr. Braden, the communication was referred to the Joint Committee on Engineering and Finance.

The following is

THE COMMUNICATION:

“Summit, Oct. 12, 1896.

To Board of Trustees, Sanitary District:

I have been ordered by the President and Board of Trustees of the Village of Summit to notify the Board of the Sanitary District to repair the road along their right-of-way, known as the Lyons and Riverside road, within the Village of Summit. Said road has been put in bad condition owing to embankments being built across and along said road by said Sanitary Board.

Yours truly,

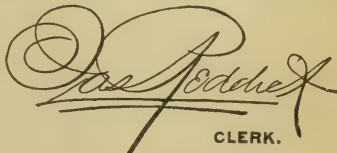
(Signed) JAS. JOHNSTONE,
Village Clerk.”

INSPECTION OF MAIN CHANNEL BY AMERICAN SOCIETY OF MUNICIPAL IMPROVEMENT.

President Eckhart announced that the American Society of Municipal Improvement, which meets in this city October 14, 15 and 16, 1896, would be the guests of the Sanitary District for a tour of inspection down the Main Channel on Thursday afternoon, October 15, 1896, and requested that all members of the Board of Trustees be on hand promptly at 1 o'clock P. M.

ADJOURNMENT.

On motion of Mr. Kelly, seconded by Mr. Mallette, the Board then adjourned.


CLERK.

October 14,]

—3565—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

OCTOBER 21, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, October 21, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

MINUTES.

The minutes of the regular meeting held October 14, 1896, were approved as printed, on motion of Mr. Kelly. seconded by Mr. Boldenweck.

VOUCHERS:

The Clerk presented the following vouchers:

CLERICAL DEPARTMENT.

White Rock Mineral Springs Company (water).....	\$	3 75
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LAW DEPARTMENT.

White Rock Mineral Springs Company (water).....	\$	3 75
---	----	------

GENERAL ACCOUNT.

James Reddick (expense).....	\$	13 37
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POLICE DEPARTMENT.

Marshal Field & Co. (bedding).....	\$ 14 77
Total.....	\$ 35 64

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott (Section 1, October 16, 1896).....	\$15,030 57
McArthur Brothers (Section 2, October 16, 1896).....	4,550 00
McArthur Brothers (Section 4, October 16, 1896).....	7,280 00
The Qualey Construction Company (Section 5, October 16, 1896)....	11,903 56
Campbell & Dennis (Section 14, October 16, 1896).....	4,863 60
Wright, Meysenburg, Sinclair & Carry (Section 15, October 16, 1896)	18,534 25
Heldmaier & Neu (Section A, October 16, 1896).....	18,034 29
Heldmaier & Neu (Section B, October 16, 1896).....	2,364 25
Western Dredging and Improvement Company (Section C, October 16, 1896).....	4,235 87
E. D. Smith & Co. (Section D, October 16, 1896).....	4,572 72
Angus & Gindele (Section E, October 16, 1896).....	897 75
Gahan & Byrne (Section G, October 16, 1896).....	2,240 28
Gahan & Byrne (Section H, October 16, 1896).....	1,303 26
Christie & Lowe (Section K, October 16, 1896).....	536 38
Hayes Bros. et al. (Section N, October 16, 1896).....	2,450 21
McMahon & Montgomery Company et al. (Section O, October 16, 1896)	4,138 78
	<u>\$102,938 77</u>
Grand total.....	<u>\$ 102,974 41</u>

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Mr. Mallette, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending October 17, 1896, which was read and, by unanimous consent was ordered printed and filed.

The following is

THE REPORT:

“CHICAGO, October 21, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending

October 17, 1896, as the same have been reported to me:

Engineering department.....	152
Pumping plant.....	19
Clerical department.....	5
Law department.....	6
Treasury department.....	1
Police department.....	42
Towpath force.....	1
Telephone operator.....	1

Total employes..... 227

Respectfully submitted,
(Signed) JAS. REDDICK,
Clerk”

REPORT ON CLAIM OF JAMES DORAN FOR LABOR, AGAINST CONTRACTORS ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to and accompanied by claim of James Doran, for \$95.55, against Messrs. Weir, McKechney & Company, contractors on Section F, for work done, the report being also accompanied by a copy of writ of execution, issued by a Justice of Peace, and recommending that the

Chief Engineer and Attorney be authorized and directed to pay said claim as a labor claim under the contract on Section F, pursuant to the order relating to the payment of labor on Section F, passed at the meeting of October 1, 1896; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be adopted, printed, the recommendations made therein concurred in, and the Chief Engineer and Attorney authorized and directed as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, October 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary beg leave to report to your Honorable Body that they have had under consideration the claim for work done on Section F of the Main Channel to the amount of \$95.55 in favor of James Doran against Messrs. Weir, McKechney and Company, and your Committee recommend that the Chief Engineer and Attorney be authorized and directed to pay said claim as a labor claim under the contract on Section F, pursuant to the order relating to the payment of laborers on Section F passed at the meeting of October 1, 1896 (page 3544 of Proceedings).

Presented herewith is the claim for filing.

(Signed) J. P. MALLETTE,

Chairman.

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary.”

(Two enclosures.)

REPORT ON CLAIM OF HARTLEY ELECTRICAL WORKS FOR MECHANICS' LIEN AGAINST CONTRACTORS ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to and accompanied by notice of claim of the Hartley Electrical Works for mechanics' lien against con-

tractors on Section F for \$17.54 for material furnished, the report recommending that the amount of claim be retained until the same was admitted or adjudicated, out of any unpaid current estimate, if any, after any prior rights of the District have been satisfied or allowance made therefor until said claims are settled, or until the further order of the Board, provided, this order shall not impair the powers or rights of the District to make any further order in relation to said claim or sum retained, and provided that this order shall not interfere with the payment of labor by the District under the contract with said contractors; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, the recommendations made therein concurred in and the amount of said claim retained under conditions as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, October 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District, and filed with the Clerk, a notice of claim for mechanics' lien for material against Messrs. Weir, McKechney & Company, contractors on Section F, by the Hartley Electrical Works, for the sum of \$17.54, and your Committee advise and recommend that the District retain the amount claimed, until the same is admitted or adjudicated, out of any future estimate of Messrs. Weir, McKechney & Company after any prior rights of the District in said estimate, under the contract, have been satisfied or allowance made therefor until said claims are settled, or until the further order of the Board; provided, however, this order shall in no manner impair the powers or rights of the District to make any further order in relation to the said claims or sum retained; and provided also, that this order shall not interfere with the payment of labor by the District under the contract with said Messrs.

Weir, McKechney & Company on Section F.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.
ALEX. J. JONES,
J. C. BRADEN."

Committee on Judiciary.

(One enclosure.)

REPORT ON CLAIM OF WILLIAM A. SCHONFELD FOR LIEN AGAINST CERTAIN RIGHT OF WAY LANDS.

Mr. Mallette, Chairman, presented a report from the Joint Committee on Judiciary and Finance, with reference to and accompanied by communication from William A. Schonfeld, being a claim for lien in the sum of \$42.75 upon a judgment alleged to be a lien upon certain premises condemned at the suit of the Sanitary District of Chicago, the report recommending that said claim be not allowed; and the report was read.

Mr. Wenter, seconded by Mr. Mallette, moved that the report be adopted, printed, with accompanying papers filed, and the recommendations made in the report concurred in.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, October 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Judiciary and Finance to whom was referred the communication of William A. Schonfeld claiming the sum of \$42.75 upon a judgment alleged to be a lien upon certain premises condemned at the suit of the Sanitary District of Chicago (page 3525 of Proceedings) would respectfully report that they have considered said claim and the facts with relation thereto, and find that the record of the condemnation proceedings in question shows on the finding of the court that the claimant had no interest in the premises condemned, and your Committee conclude that this is a final ad-

judication against claimant and recommend that said claim be not allowed.

Returned herewith is said communication for filing.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.

J. C. BRADEN,
Z. R. CARTER,
ALEX. J. JONES.

Joint Committee on Judiciary and Finance."

(One enclosure.)

REPORT ON CLAIM OF MICHAEL GUILFORD FOR WORK ON SECTION 8.

Mr. Mallette, Chairman, presented a report from the Joint Committee on Judiciary and Engineering with reference to and accompanied by petition of Michael Guilford, for work alleged to have been done on Section 8, presented and referred to that Committee at the meeting held January 15, 1896 (page 3096 of the Proceedings), the report setting forth that the Committee deemed it inadvisable to take any action in the premises at the present time, and recommending that the prayer of said petitioner be not granted; and the report was read.

Mr. Mallette, seconded by Mr. Carter, moved that the report be adopted, printed, with accompanying petition filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, October 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN: Your Joint Committee on Judiciary and Engineering, to whom was referred the petition of Michael Guilford, for payment for work alleged to have been done on Section 8 of the Main Drainage Channel (page 3096 of Proceedings), would respectfully report to your Honorable Body that they have considered the matters set forth in the said petition, and deem it inadvisable that the District take any action in the

premises at the present time, and recommend that the prayer of said petitioner be not granted.

Returned herewith is said petition for filing.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.
WM. BOLDENWECK,
J. C. BRADEN,
ALEX. J. JONES,
THOMAS KELLY,
THOMAS A. SMYTH,

Joint Committee on Judiciary and Engineering."

(One enclosure.)

REPORT ON REPAIR OF LYONS AND RIVERSIDE ROAD.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to the communication from James Johnstone, Clerk of the Village of Summit, presented and referred to that Committee at the meeting held October 14, 1896 (page 3564 of the Proceedings), the report setting forth that the Committee find the road in question has not been injured by the District in the excavation of its Channel, and recommending that nothing be done by the District upon said communication, and that said Clerk be notified of the Board's action in the matter; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be adopted, printed, with enclosures filed, and the recommendations made in the report concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, October 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the communication from James Johnstone, Clerk of the Village of

Summit, in reference to the repair of the Lyons and Riverside road, along the District right of way within the Village of Summit (page 3564 of Proceedings), would respectfully report to your Honorable Body that they have considered said communication with reference to the facts furnished by the Engineering Department and find that the road in question has not been injured by the District in the excavation of its channel and, therefore, recommend that nothing be done by the District upon said communication and that said Clerk of the Village of Summit be notified of your decision in the matter.

Returned herewith is said communication for filing.

Very respectfully,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
J. C. BRADEN,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,
J. P. MALLETT,
THOMAS A. SMYTH.

Joint Committee on Engineering and Finance."

(One enclosure.)

REPORT ON STONE CRUSHING AND EXCAVATION FOR BEAR TRAP DAM.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to, and accompanied by, report of the Chief Engineer in regard to entering into an arrangement with Messrs. Wright, Meyenburg, Sinclair & Carry, for stone crushing and excavation for Bear Trap Dam, the report recommending that no action be taken in the matter at the present time; and the report was read.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be adopted, printed, with enclosure filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, October 19, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance to whom was referred the communication of the Chief Engineer relative to entering into an arrangement with Messrs. Wright, Meysenburg, Sinclair and Carry for crushing stone to be used in connection with foundations for Bear Trap Dam, and also with reference to the necessity for arranging with them to make the necessary excavation for Bear Trap foundations (page 3562 of Proceedings) beg leave to report that they have considered the matter set forth in the said report of the Chief Engineer and do not deem it advisable, and, therefore, recommend to your Honorable Body that no action be taken therein at the present time, and return herewith said report for filing.

Very respectfully,

(Signed) WM. BOLDENWECK,
Chairman.

FRANK WENTER,

J. C. BRADEN,

Z. R. CARTER,

ALEX. J. JONES,

THOMAS KELLY,

J. P. MALLETT,

Joint Committee on Engineering and Finance."

(One enclosure.)

CLAIM OF JAMES BUTLER FOR LIEN
AGAINST CONTRACTORS ON SEC-
TIONS L AND M.

The Clerk presented a notice of claim of James Butler, by J. H. Lawler, his attorney, for lien to the amount of \$8,000 against the contractors on Sections L and M, arising under and by virtue of an alleged contract between said Butler and said contractors.

By unanimous consent, on motion of Mr. Braden, seconded by Mr. Jones, the communication was referred to the Joint Committee on Judiciary and Finance without reading.

PROPOSED REDUCTION OF ENGINEERING
FORCE.

Mr. Wenter presented a resolution

directing that the Committee on Engineering and Finance take up the question of reducing the force in the Engineering Department, and report to the Board as soon as practicable.

On motion of Mr. Wenter, seconded by Mr. Mallette, by unanimous consent the resolution was referred to the Joint Committee on Engineering and Finance.

The following is

RESOLUTION:

"*Resolved*, The Committee on Engineering and Finance take up the question of reducing the force in the Engineering Department, and report to the Board as soon as practicable."

PAYMENT OF MATURING BONDS AND INTEREST ON BONDS.

Mr. Wenter, Chairman of the Committee on Finance, presented an order instructing the Clerk to draw a warrant to the order of the Treasurer in the sum of \$142,500.00, to be used in the payment of maturing bonds and interest on bonds of the District, as provided in the order; and the order was read.

Mr. Wenter, seconded by Mr. Boldenweck, moved the passage of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the order passed, and the Clerk instructed to draw warrants as provided therein.

The following is

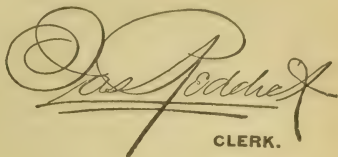
THE REPORT:

"*Ordered*, That the Clerk be and he hereby is instructed to draw a warrant, payable to the order of the Treasurer, for the sum of one hundred and forty-two thousand five hundred (\$142,500.00) dollars, to pay the installment of one hundred thousand (\$100,000.00) dollars of the first issue of bonds of the Sanitary District of Chicago (being the fourth payment thereon), falling due November 1, 1896, and to pay the sum of forty-two thousand five hundred (\$42,500.00) dollars semi-annual interest on the balance of the first issue of bonds of the Sanitary District of Chicago outstanding, being one million seven hundred thousand (\$1,700,000.00) dollars, at the rate of five per centum per annum, and that the Treasurer be and he hereby is author-

ized and directed to pay said installment of bonds falling due as aforesaid, and said semi-annual interest, upon the proper presentation and cancellation of the bonds and interest coupons respectively evidencing the same; such payments to be charged to their proper respective accounts.

ADJOURNMENT.

On motion of Mr. Jones, seconded by Mr. Boldenweck, the Board then adjourned.



CLERK.

October 21,]

—3573—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

OCTOBER 28, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-seventh regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, October 28, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Kelly and Wenter—five members, were present.

MINUTES.

The minutes of the regular meeting held October 21, 1896, were approved as

printed, on motion of Mr. Boldenweck, seconded by Mr. Carter.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

New Jersey Aristotype Company (photo supplies).....	\$ 2 00
White Rock Mineral Spring Co. (water)..<	15 00
Isham Randolph (postage).....	36 00
Norton & Company (coal).....	40 50
	\$ 93 50

LAW DEPARTMENT.

W. M. McEwen (expense).....	\$ 51 50
-----------------------------	----------

GENERAL ACCOUNT.

Chicago Edison Co.....	\$ 48 65
Rialto Company.....	1,650 00
Russey & Ormsby.....	6 50
	<u>\$1,705 15</u>

POLICE DEPARTMENT.

E. J. Coen (expense)...	\$ 7 25
Total.....	<u>\$1,857 40</u>

PUMPING PLANTS.

*T. C. Loucks & Com- pany (coal, Section 3)	\$ 225 37
*James W. Ellsworth & Co. (coal, Section 14)	171 28
	<u>\$ 396 65</u>
Grand total.....	<u>\$2,254 05</u>

*Paid by warrants with interest coupons at-
tached, drawn against the tax levy for 1896,

Mr. Carter, seconded by Mr. Bolden-
weck, moved that the vouchers, as read
and shown above, be approved and or-
dered paid.

On roll-call the vote stood: Yeas—
Messrs. Boldenweck, Carter, Eckhart,
Kelly and Wenter—five. Nays—none.

Upon which result the President de-
clared the motion carried.

WEEKLY REPORT ON EMPLOYES.

The Clerk presented a report, in ac-
cordance with the Rules, showing the
number of persons in the employ of the
District for the week ending October
24, 1896, which was read and, by unani-
mous consent, was ordered printed and
placed on file.

The following is

THE REPORT:

“CHICAGO, October 28, 1896.

*To the Honorable the Board of Trustees of
the Sanitary District of Chicago:*

GENTLEMEN—I beg leave to report
herewith the number of employes in
each department for the week ending
October 24, 1896, as the same have been
reported to me:

Engineering department.....	147
Pumping plant.....	18
Clerical department.....	5
Law department.....	6
Treasury department.....	1
Police department.....	42

Towpath force	1
Telephone operator.....	1
Total employes.....	<u>221</u>

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk ”

MONTHLY REPORT FROM ENGINEERING
DEPARTMENT.

The Clerk presented a report from the
Engineering Department for the month
of September, 1896, which was read, and,
by unanimous consent, was ordered
printed and placed on file.

The following is

THE REPORT:

“CHICAGO, October 26, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I herewith transmit the
reports of the Divisions of Construction,
and Drafting and Designing, showing the
detailed operations of the Engineering
Department for the month of September,
1896.

The expenses for the month of Sep-
tember were as follows:

Salaries.....	\$ 17,519 40
Supplies, etc.....	3,233 12
Construction estimates, reg- ular	254,475 41
Construction estimates, col- lateral.....	23,973 65
Total.....	<u>\$ 299,201 58</u>

I estimate the expenses of this Depart-
ment for the month of October will be
\$280,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.”

“CHICAGO, October 24, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—My report of the construc-
tion work done during the month of
September is herewith presented, to-
gether with the accompanying state-
ment showing the condition of the work
up to the 1st inst.:

The estimates for the month give 379,-
431 cubic yards of glacial drift excava-
tion; 114,136 cubic yards of solid rock

excavation, and 30,350 cubic yards of retaining wall masonry, amounting in value to the sum of \$290,829.03.

The weather was not as favorable as usual. Frequent heavy rains caused delays to all plants by flooding the pits with surface water. The temperature ranged between 44 and 92 degrees with the exception of two nights when it fell below the freezing point.

Section "O" continued operations in the usual manner with the addition of another steam shovel that had been laid off the preceding month; 42,252 cubic yards were excavated with the varied appliances, a part of the material being taken to the Lake Front, a part deposited in the lake from scows and the balance wasted.

Section "N"—The wheel scraper force was employed during the first half of the month in trimming up the pit and berm to permit the passage of the incline conveyor plant. The force account shows 117 days' work in which there was excavated 3,573 cubic yards—an average of a little more than 30 cubic yards per wheel scraper per day.

The Osgood shovel and incline conveyor excavated 18,187 cubic yards in 20 days, an average of about 910 yards per day, and making the total output for the month 21,760 cubic yards.

Sections "M and L"—The retrimming of the slopes was continued until Sept. 4th, when this work was completed and the plant and pumps removed from the Channel.

Sections "I and K"—A wheel scraper force worked 23 days on Section K, removing the slope trimmings and slides from the bottom of the Channel to the waste banks. This work on Section I was finished the preceding month.

Section "H"—Work on this section was suspended on two occasions during the month by the breaking of a levee or dam by which the pit was inundated, resulting in the loss of about 12 shifts. The steam shovel and incline conveyor excavated 34,851 cubic yards in the 41 shifts employed, averaging about 850 yards per shift.

Section "G"—The steam shovel and incline conveyor on this section were employed $44\frac{1}{2}$ shifts, yielding an output of 25,738 cubic yards, an average of nearly 579 yards per shift. A wheel scraper force and a force of laborers were also engaged in trimming the slopes and surface ditches.

Section "F"—Both of the shovel and conveyor plants continued work on this section until September 11th, when operations were suspended. They were employed a total of 48 shifts, yielding an output of 16,558 cubic yards, an average of about 345 yards per shift.

Section "E"—The shovel and steel incline were engaged up to the 11th inst., when the incline collapsed and is being entirely rebuilt. This plant was operated 23 shifts in excavating 15,177 cubic yards, an average of 660 yards per shift. The steam shovel and timber incline excavated 7,968 cubic yards in 23 shifts, an average of 346 yards per shift, making the total output 23,145 cubic yards.

Section "D"—A large force of men were employed in trimming the earth slopes. This work has been carried on during several months past, and was completed on the 28th ult., and increases the quantity of glacial drift by 4,647 cubic yards.

The cableway was employed 41 shifts, during which time the output was 2,784 cubic yards of glacial drift and 11,186 cubic yards of solid rock, an average of 341 yards per shift.

Section "C"—This section has an estimate of 39,300 cubic yards that were excavated with three steam shovels in 96 shifts, an average of 409 yards per shift.

Section "B" is nearly completed and operated but one steam shovel during the month, the other shovel having been transferred to Section A. It excavated 13,800 cubic yards of glacial drift in 29 shifts, an average of about 476 yards per shift. About 600 cubic yards of solid rock were also excavated by a force of laborers, who loaded the material on small cars.

Section "A"—The glacial drift excavated on this section during the month is estimated at 114,500 cubic yards, which were taken out by five steam shovels in 172 shifts, an average of about 666 yards per shift.

Steam shovel No. 61 and the so-called "land dredge" were engaged in trimming slopes and building revetments.

Section "1"—About 20,400 cubic yards of glacial drift were excavated on this section during the month by one steam shovel in $26\frac{1}{2}$ shifts, an average of 770 yards per shift. There were also 10,100 cubic yards of solid rock taken out, of which 7,100 yards were handled by quarry forces and the remaining 3,000 yards by cantilever No. 1 in 8 shifts, an average of 375 yards per shift.

Six setting derricks were employed on the retaining wall masonry 85 shifts, in which there were laid 7,120 cubic yards of masonry, an average of about 85 cubic yards per shift.

Section "2"—The retaining wall masonry is completed on this section, and the work of cleaning up the bottom was continued with three cableways that were engaged 135 shifts in excavating 14,300 cubic yards of solid rock, an average of 106 yards per shift.

The character of the work above noted accounts for this low average.

Section "3"—The complete quantities as finally measured and checked give the following in addition to what has been previously reported :

Cubic Yards.

Glacial drift.....	1,000
Solid rock.....	3,800
Retaining wall masonry.....	100

Section "4"—About 12,400 cubic yards of solid rock were excavated during September, of which 6,900 were taken out by quarry forces, 1,100 yards by shovellers and 4,400 by cableways, the latter averaging about 60 yards per shift for the 73 shifts employed in cleaning up the bottom.

Six setting derricks were also employed 86½ shifts on retaining wall masonry in which there were laid 6,910

cubic yards—an average of about 80 yards per shift.

Section "5"—There were moved on this section 6,300 cubic yards of glacial drift and 31,100 cubic yards of solid rock. Of the latter, 10,299 yards were handled by the cableway in 26 shifts, an average of 396 yards per shift; 13,500 yards by the Hulett derricks in 38 shifts, an average of 355 yards per shift, and the balance by quarry men and back-filling forces.

The setting derricks were employed 76 shifts in laying 4,520 cubic yards of retaining wall masonry, an average of a little over 59 cubic yards per shift.

Sections 6 to 13, inclusive, are practically completed.

Section "14"—There were laid on this section during the month 4,400 cubic yards of concrete masonry retaining walls and backfilling done to the amount of 11,000 cubic yards.

Section "15"—The work on this section done during September comprises 30,650 cubic yards of solid rock excavation, and the laying of 7,300 cubic yards of concrete retaining wall masonry.

Respectfully submitted,

(Signed)

U. W. WESTON,

Supt. of Construction."

SANITARY DISTRICT OF CHICAGO—ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF SEPTEMBER, 1896.

CLASSIFICATION.	Eng. Expenses.		Construction.		Total for Month.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses	Construction
Maps and Plans for General Use Sanitary District.....						
Chicago River Survey.....	\$ 493 65	\$ 18 57	.....	.....	\$ 512 22	.....
Right of Way.....	1,181 42	23 61	.....	.....	1,205 03	.....
Flood Measurements.....	87 46	3 41	.....	.....	90 87	.....
Disposal Works at Lockport.....	87 50	50 30	.....	.....	137 80	.....
Regular Construction.....	292 50	130 59	\$ 2,502 41	.....	393 69	\$ 2,502 41
Extra Work—Main Channel.....	11,623 10	421 97	\$ 251,973 00	.....	12,045 07	\$ 251,973 00
A., T. & S. Fe R. R. Co.'s Bridge over Desplaines River, Sec. 8.....	.....	.....	.....	\$1,515 14	.....	1,515 14
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. 8.....	275 77	.....	.....	.....	275 77	.....
A., T. & S. Fe R. R. Co.'s Bridge over Desplaines River, Sec. F.....	218 75	.....	.....	.....	218 75	.....
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. N.....	156 25	.....	.....	.....	156 25	.....
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. O.....	.....	4 83	.....	.....	4 83	.....
Western Ave. Permanent Bridge over Main Channel, Sec. O.....	218 75	.....	.....	1,057 91	218 75	1,057 91
Pan Handle R. R. Co.'s Bridge over Main Channel, Sec. O.....	100 00	62 82	.....	.....	162 82	.....
Elgin, Joliet & E. R. R. Co.'s Bridge over Desplaines River, East of Joliet.....	100 00	501 00	.....	21,393 40	601 00	21,393 40
Rebuilding Romco Highway, Sec. 12.....	100 00	68 06	.....	.....	168 06	.....
Mortar, Sand and Cement Tests.....	100 00	.....	.....	.....	100 00	.....
Saving of Dimension Stone.....	1,087 50	96 09	.....	.....	1,183 59	.....
Photographs of Works.....	135 00	26 95	.....	7 20	151 95	7 20
Pumping Plant Account.....	1,361 75	1,824 92	.....	.....	3,186 67	.....
Totals.....	\$17,519 40	\$ 3,233 12	\$254,475 41	\$23,973 65	\$20,752 52	\$278,449 05

STATEMENT SHOWING CONDITION OF WORK

Sections.	CONTRACTORS.	Done, as Per Vouchers, to Sept. 30th.		
		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.....	\$959,990	.....	.....
N	Hayes Bros. et al.....	269,725	.....	.....
M	The Heidenreich Co.....	725,237	.....	.....
L	The Heidenreich Co.....	1,101,231	.....	.....
K	Christie & Lowe.....	1,125,748	.....	.....
I	Christie & Lowe.....	1,156,500	.....	.....
H	Gahan & Byrne.....	897,164	.....	.....
G	Gahan & Byrne.....	1,195,656	.....	.....
F	Weir, McKechney & Co.....	883,093	.....	.....
E	Angus & Gindele.....	1,263,963	.....	.....
D	E. D. Smith & Co.....	1,880,756	24,906	.....
C	Western Dredging and Improvement Company.....	1,658,963	.....	.....
B	Heldmaier & Neu.....	1,514,514	600	.....
A	Heldmaier & Neu.....	1,888,675	674	.....
1	Griffiths & McDermott.....	1,127,066	323,500	33,270
2	McArthur Bros.....	721,600	466,900	37,920
3	Gilman & Co.....	425,610	760,700	13,920
4	McArthur Bros.....	1,096,200	244,500	68,050
5	Qualey Construction Company.....	911,000	319,400	49,770
6	Mason, Hoge & Co.....	681,100	540,500	28,500
7	Mason, Hoge & Co.....	181,300	886,000	5,800
8	Mason, Hoge, King & Co.....	49,600	1,139,200	2,874.9
9	Halvorson, Richards & Co.....	76,691	1,003,200	.....
10	E. D. Smith & Co.....	31,743	1,141,191	.....
11	Mason, Hoge & Co.....	44,032	989,050	.....
12	Mason, Hoge & Co.....	44,030	907,417	9,286.44
13	Mason, Hoge & Co.....	33,810	1,033,365	10,838
14	Smith & Eastman.....	376,100	1,016,200	.....
15	Campbell & Dennis.....	.....	4,400	9,460
	Wright, Meysenburg, Sinclair & Carry.....	32,100	602,270	38,240
	Christie & Lowe.....	.....	1,210	.....
	Totals.....	\$ 22,353,197	11,495,183	307,929.34
		Cubic Yards.		
Main Channel, glacial drift.....		\$22,353,197		
Main Channel, solid rock.....		11,495,183		
River Diversion, glacial drift.....		1,154,260		
River Diversion, solid rock.....		226,553		
Retaining wall.....		307,929.34		
Total estimated value of regular contracts.....		\$18,544,287	42	
Total value of work done to September 30, 1896, inclusive, as per vouchers.....		16,716,630	64	
Total value of work remaining to be vouchered September 30, 1896.....		\$ 1,827,656	78	

N REGULAR CONTRACTS SEPTEMBER 30, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.			
1896, Inclusive.		Estimated Remaining to be Done.				Work Done in Sept., 1896, as per Vouchers.	Total Work Done to Sept. 30, 1896, Inclusive, as per Vouchers.	Estimated Work Remaining to be Vouchered.	
RIVER DIVERSION. MAIN CHANNEL.									
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.					
		\$688,755			56.40	\$ 8,872 92	\$ 200,448 25	\$ 144,336 10	
		844,118			24.22	5,004 80	62,036 75	194,147 14	
		4,613			99.37		157,376 43	1,001 02	
		4,250			99.62		216,942 51	837 25	
		31,705			97.26	1,332 00	281,437 00	7,926 25	
		1,000			99.91	1,250 00	289,125 00		
		179,935			83.29	10,106 79	260,177 56	52,181 15	
		168,085			87 67	7,206 64	334,783 68	47,063 80	
158,234		205,024	16,724		79.93	5,236 84	269,096 16	75,843 21	
95,718		551,735	78,765		66.72	6,485 13	369,938 28	204,096 34	
		33,412	75,094		94.61	12,311 62	520,262 92	78,295 24	
162,537		228,418			87.90	9,235 50	428,052 50	56,831 00	
212,486		49,714	12,000		96.09	4,296 00	466,860 00	24,822 78	
128,425		687,893	3,514		73.21	35,065 63	*618,276 08	213,460 06	
5,876		128,708	240,041	21,125	79.73	37,479 60	821,500 06	309,282 03	
29,516		16,006		1,790	98.67	11,440 00	868,775 98	14,268 00	
				389	99.98	3,773 00	840,453 70	1,264 25	
		3,800	17,500	1,000	98.44	34,105 00	960,222 54	19,400 00	
		2,900	60,200	3,680	95.12	39,501 50	668,949 50	57,106 00	
117,100		2,148	1,500	1,861	99.70		704,201 50	8,191 87	
97,917	43,000	421	5,000	380	99.49		774,261 42	5,094 43	
57,902	96,900	570	21,713		98.16		961,278 70	18,246 99	
40,741	16,894		569		99.95		814,984 61	427 39	
30,313	58,276		699		99.94		975,087 60	559 20	
5,756	11,483		661		99.94		807,983 27	373 73	
11,739			600		99.94		839,793 54	448 61	
			300		99.97		819,163 94	224 25	
		4,065	225		99.69		850,982 00	1,140 29	
			4,000	14,040		13,596 00	36,384 40	44,497 60	
		3,900	37,430	12,700	93.88	44,530 06	493,080 86	66,004 70	
							4,713 90	180,286 10	
1,154,260	226,553	\$3,841,115	576,535	56,965	88.46	\$290,829 03	\$16,716,630 64	\$1,827,656 78	

Total value of regular contract work done to Sept. 30, 1896, inclusive, as per vouchers.. *\$16,716,630 64

Total value of collateral contract work done to Sept. 30, 1896, inclusive, as per vouchers †1718,356 32

Total value of construction work done to Sept. 30, 1896..... \$17,434,986 96

Reserved percentages, regular contracts..... \$2,088,269 89

Current estimates, regular contracts..... 109,983 02

Reserved and current collateral work..... 6,536 03

2,204,788 94

Total paid for construction work to Sept. 30, 1896, inclusive..... \$15,230,198 02

*Overhaul to Section 1 not included.

†Overhaul to Section 1 included.

‡Including 104,514 cubic yards Collateral Channel.

§Including 27,495 cubic yards Collateral Channel.

"CHICAGO, October 5, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of September was as follows:

The work on Regulating Works and Tail Race was continued. The construction of Regulating Works has progressed rapidly and very few rejections have been made.

The survey of the North Branch was completed up to Lawrence Avenue, and considerable work was done between Lawrence Avenue and N. 59th Street. Field Plats were completed up to Belmont Avenue. Some time was given to small surveys in the vicinity of 48th Street and Lemont.

Work was continued on designs for bridges at LeMoyne, Western Avenue and at Lemont across the Main Channel and the River Diversion.

Some time was given to hydraulic data pertaining to the Chicago, Desplaines and Illinois Rivers, and to Lake Michigan; also to the pollution of the water supply by the sewage of Chicago.

The testing of cement for use in the retaining walls and Regulating Works was continued, as was also the work of preparing Record Photographs and maintenance of water gauges.

Miscellaneous work was done pertaining to plans for improving the South Branch, inspection of Main Channel and improvement of Stock Yards Slip. Considerable time was given to the test of

pumping plant on Section 14. The test was satisfactory.

The regular platting was continued on the following maps: The watershed map of Chicago and vicinity, the two contour maps between Lemont and Lockport, and the 200-foot scale map of the Chicago River.

Some work was done on maps Nos. 4, 5 and 6, North Branch Chicago River.

The following drawings were made:

Tracings of maps North Branch Chicago River; Plan and Profile of proposed crossing at Stephens Street, Lemont; Tracings Regulating Works; Plan and Profile Santa Fe Crossing at LeMoyne, and Plan and Profile Santa Fe Crossing, 26th Street line.

The expenses for October will be approximately the same as for September.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer."

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Kelly, the Board then adjourned.



CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

NOVEMBER 4, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-eighth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, November 4, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Wenter—six members, were present.

MINUTES.

The minutes of the regular meeting held October 28, 1896, were approved as

printed, on motion of Mr. Boldenweck, seconded by Mr. Kelly.

VOUCHERS.

The Clerk presented the following vouchers:

PAY ROLLS.

Chief Engineer's roll,	
October, 1896.....	\$ 1,216 67
Division of Construction roll, October, 1896	4,775 40
Division of Drafting and Designing roll,	
October, 1896.....	2,787 30
Division of Records roll, October, 1896....	\$39 00
Special Service—Field roll, October, 1896...	3,202 40
Special Service—Office roll, October, 1896....	1,687 40

Special Service—Discharge roll, October, 1896.....	300 00	
		\$14,908 17
Clerical Dept.—Clerk's roll, October, 1896....		908 33
Law Dept.—Attorney's roll, October, 1896....	1,065 00	
Law Dept.—Joliet roll, October, 1896.....	458 34	
		1,523 34
Treasury Dept.—Treasurer's roll, October, 1896.....		166 67
General Account—General roll, October, 1896	50 00	
General Account—Towpath roll, October, 1896	60 00	
General Account—Trustees' roll, October, 1896	2,333 33	
		2,443 33
Police Dept.—Marshal's roll, October, 1896....		3,406 65
Pumping Plant—Sec. 3 roll, October, 1896....	698 75	
Pumping Plant—Sec. 3 Discharge roll, October, 1896.....	24 80	
		721 55
Pumping Plant—Sec. 14 roll, October, 1896....		585 00
Total.....		\$24 663 04

Mr. Boldenweck, seconded by Mr. Kelly, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Wenter—six. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending October 31, 1896, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, November 4, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employees in

each department for the week ending October 31, 1896, as the same have been reported to me:

Engineering department.....	142
Pumping plant.....	16
Clerical department.....	5
Law department.....	6
Treasury department.....	1
Police department.....	41
Towpath force.....	1
Telephone operator.....	1

Total employees..... 213

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of October, 1896, which was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"Balance on hand at date of last report..... \$ 257,001.08

Received from the following sources:

Sanitary District tax account, County Treasurer.....	\$ 450,000.00
James Reddick, Clerk, account Eng. Dept. Express charges paid for Campbell, Dennis & Co.....	4.21
National Bank of Illinois, interest for October.....	68.11
Ft. Dearborn National Bank, interest for October....	67.94
Globe National Bank, interest for October...	48.70
Metropolitan National Bank, interest for October.....	73.55
Chicago National Bank, interest for October...	68.12
Garden City Banking & Trust Company, interest for October.....	62.85

Total cash received for month..... \$ 450,393.48

\$ 707,394.56

Withdrawn from Tax Warrant Account..... 24,795.55

\$ 732,190.11

Total cash disbursed during month as per annexed schedules, viz:	
Clerical Department....	\$ 944.41
Police Department.....	3,623.48
Treasury Department.....	166.67
Interest Account.....	7,447.73
Engineering Departm't	18,196.10
Engineering—Construction Department—for warrants issued against tax levy of 1895	436,823.52
Weir, McKechney & Co.	12,500.00
Law Department.....	2,866.79
Law Department—Land Account.....	79.90
General Account.....	2,598.34
Pumping plant—Sec. 3..	1,091.77
Pumping plant—Sec. 14.	1,169.94
	<u>\$ 487,508.65</u>
Balance this date, in banks as per schedule endorsed hereon.....	* \$ 244,681.46

*Of the \$244,681.46 on hand, \$169,307.38 is the balance of the appropriation of \$200,000.00 made by ordinance of July 8, 1896, for the payment of District bonds and interest, leaving the net available cash balance this date..... \$ 75,374.08

(Signed) MELVILLE E. STONE,
Treasurer.

CHICAGO, October 31st, 1896."

SCHEDULE:

National Bank of Illinois.....	\$ 41,462.61
Metropolitan National Bank.....	43,359.95
Chicago National Bank.....	40,138.08
Fort Dearborn National Bank.....	40,622.08
Globe National Bank.....	41,094.95
Garden City Banking and Trust Company.....	38,003.79
Total.....	<u>\$244,681.46</u>

REPORT ON CLAIMS OF THE CROUSE-TREMAINE CARBON COMPANY AND CLOSE & COMPANY FOR MECHANICS' LIEN AGAINST CONTRACTORS ON SECTION F.

Mr. Jones, for the Committee on Judiciary, presented a report with reference to and accompanied by notices of claims of The Crouse-Tremaine Carbon Company for \$32.10, and Messrs. Close & Company for \$62.90 for material, against Messrs. Weir, McKechney & Company, contractors on Section F; the report recommending that the District retain the amount claimed until the same is admitted or adjudicated, out of any estimate of Messrs. Weir, McKechney

& Company, after any prior rights of the District in said estimate, under the contract, have been satisfied or allowance made therefor, until said claims are settled or until the further order of the Board; provided that this action shall in no manner impair the powers or rights of the District to make any further order in relation to the said claims, and provided that this action shall not interfere with any of the provisions of the contract on said section, or any action of the Board thereunder; and the report was read.

Mr. Jones, seconded by Mr. Boldenweck, moved that the report be adopted, printed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Wenter—six. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 2, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk, notices of claims for mechanic's liens for material, against Messrs. Weir, McKechney & Co., contractors on Section F, by the persons, for the amounts, respectively, as follows, that is to say:

The Crouse - Tremaine Carbon Company	\$ 22 10
Close & Co.....	62 90
Total.....	<u>\$ 85 00</u>

and your committee advise and recommend that the District retain the amount claimed, until the same is admitted or adjudicated, out of any estimate, if any, of Messrs. Weir, McKechney & Company after any prior rights of the District in said estimate, under the contract, have been satisfied or allowance made therefor until said claims are settled, or until the further order of the Board; provided, however, this order shall in no manner impair the powers or rights of the District to make any further order in relation to the said claims or sum retained, and provided, also, that this order shall not interfere with any of the pro-

visions of the contract on said section or any action of the Board thereunder.

Respectfully submitted,

(Signed)

J. P. MALLETT,

Chairman.

ALEX. J. JONES,

Committee on Judiciary "

(Four enclosures.)

HAULING COAL ON SECTION 4.

The Clerk presented a communication from Peter Ruppert, petitioning the Board to award him the contract for hauling the coal needed by the Board on Section 4, which was referred without reading to the Joint Committee on Engineering and Finance, by unanimous consent.

NOTICE IN REFERENCE TO COMPLETION OF SECTIONS 2 AND 4.

The Clerk presented a communication from Messrs. McArthur Bros., contractors on Sections 2 and 4, in reference to the completion of said sections, which was referred, without reading, to the Joint Committee on Engineering and Finance, by unanimous consent.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Carter, the Board then adjourned.



CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

NOVEMBER 11, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and twenty-ninth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, November 11, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight members were present, Mr. Mallette arriving subsequently.

MINUTES.

The minutes of the regular meeting held November 4, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Boldenweck.

VOUCHERS:

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

A. C. McClurg & Co. (stationery).....	\$	17 04
Cameron, Amberg & Co. (stationery).....		18 90

P. F. Pettibone & Co. (stationery).....	14 95	
Huston, Ashmead, Wilson Co. (printing).....	22 50	
Post, Jacobi & Bruning Co. (drafting supplies).....	17 63	
Keuffel & Esser Co. (drafting supplies).....	28 62	
Eugene Dietzgen Co. (drafting supplies).....	16 03	
F. Mayer & Co. (blue printing).....	41 43	
Wm. Kirkham (guage reading).....	10 00	
John Carlin (guage reading).....	10 00	
E. Hastings (guage reading).....	10 00	
Wm. McGinnis (guage reading).....	10 00	
Mary Rusk (guage reading).....	10 00	
H. S. Norton (rent Lemont).....	18 00	
John McCaffrey (rent Brighton Park).....	25 00	
Wygant & Ayers (rent Corwith).....	12 50	
J. M. Abbitt (rent Willow Springs).....	20 00	
New Jersey Aristotype Company (photo supplies).....	2 00	
Chicago Photo Stock Company (photo supplies).....	2 25	
Martin G. Good (photo supplies).....	10 80	
Fuller & Fuller Co. (paints, etc.).....	7 18	
Hibbard, Spencer, Bartlett & Co. (plumbob cord).....	2 25	
Geo. B. Carpenter & Co. (oakum).....	28 00	
Dennison Manufacturing Company (shipping tags).....	5 50	
Soper Lumber Company (stakes).....	70 00	
H. H. Tebbetts (coal).....	54 00	
C. S. Austin (ice).....	12 00	
Chicago Towel Supply Company (toweling).....	5 90	
White Rock Mineral Springs Company (water).....	15 00	
Alfred L. Robbins Company (glass tubes).....	2 40	
Isham Randolph (traveling and expense).....	80 67	
B. Alexander (traveling and expense).....	13 40	
E. R. Shnable (traveling and expense).....	46 75	
W. T. Keating (traveling and expense).....	29 63	
William Trinkaus (expense).....	24 03	
		\$ 714 36

CLERICAL DEPARTMENT.

Chicago Towel Supply Company (toweling).....	\$ 2 50
White Rock Mineral Springs Company (water).....	3 75
C. S. Austin (ice).....	3 00

9 25

LAW DEPARTMENT.

The Gunthorp-Warren Printing Company (printing).....	\$ 25 00
The Ryan & Hart Company (printing).....	3 25
E. B. Myers & Co. (law book).....	7 50
Callaghan & Co. (law books).....	65 00

Chicago Towel Supply Company (towelings).....	1 50	
C. S. Austin (ice).....	3 00	
White Rock Mineral Springs Company (water).....	3 75	
C. Schotte (window shades).....	5 16	
Chicago Telephone Company (toll service).....	5 80	
George Hingston (expert services).....	5 00	
W. M. McEwen (expense).....	43 20	
		<hr/> \$ 168 16

PUMPING PLANT—SECTION 3.

W. D. Allen & Co. (belt lacing).....	\$ 3 20	
McArthur Bros. Company (sundries).....	5 95	
Delaney Oil and Grease Company (oil, etc.).....	38 07	
*William McKenzie (repairs to boilers).....	159 70	
*T. C. Loucks & Co. (coal).....	305 04	
		<hr/> \$ 511 96

PUMPING PLANT—SECTION 14.

W. H. Salisbury & Co. (rubber boots).....	\$ 10 50	
*Wright, Meysenburg, Sinclair & Carry (track laying).....	473 55	
*T. C. Loucks & Co. (coal).....	195 86	
*James W. Ellsworth & Co. (coal).....	175 07	
		<hr/> \$ 854 98

GENERAL ACCOUNT.

*John F. Higgins (printing proceedings).....	\$ 311 85
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POLICE DEPARTMENT.

E. J. Coen (expense).....	\$ 51 84
Total.....	<hr/> \$ 2,622 40

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott (Section 1, October 31, 1896).....	\$18,627 00
McArthur Brothers (Section 2, October 31, 1896).....	3,438 75
McArthur Brothers (Section 4, October 31, 1896).....	3,220 00
The Qualey Construction Company (Section 5, October 31, 1896)....	10,304 44
Campbell & Dennis (Section 14, October 31, 1896).....	4,750 90
Wright, Meysenburg, Sinclair & Carry (Section 15, October 31, 1896)	18,349 42
Heldmaier & Neu (Section A, October 31, 1896).....	13,425 24
Heldmaier & Neu (Section B, October 31, 1896).....	4,233 25
Western Dredging and Improvement Company (Section C, October 31, 1896).....	3,125 50
E. D. Smith & Co. (Section D, October 31, 1896).....	5,335 69

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Angus & Gindele (Section E, October 31, 1896).....	6,064 77	
Gahan & Byrne (Section G, October 31, 1896).....	5,711 98	
Gahan & Byrne (Section H, October 31, 1896).....	2,081 01	
Christie & Lowe (Section K, October 31, 1896).....	745 06	
Hayes Bros. et al. (Section N, October 31, 1896).....	1,669 98	
McMahon & Montgomery Company et al. (Section O, October 31, 1896).....	5,827 82	
Christie & Lowe (Section 15, regulating works, October 31, 1896)....	59,508 79	
The Qualey Construction Company (Section 5, extra, slide, October 31, 1896).....	4,600 00	
Wright, Meysenburg, Sinclair & Carry (Section 15, wall foundation, excavation, final, October 31, 1896).....	668 47	
McMahon & Montgomery Company, et al. (Section O, P., C., C. & St. L. crossing, October 31, 1896).....	697 88	
Daniel Sullivan (Romeo highway, October 31, 1896).....	522 51	
		<hr/> \$172,908 41
Grand total.....		<hr/> \$ 175,530 81 <hr/>

Mr. Kelly, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden (*except as to voucher for Christie & Lowe, amounting to \$59,508.79*), Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending November 7, 1896, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, November 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending November 7, 1896, as the same have been reported to me:

Engineering department.....	142
Pumping plant.....	20
Clerical department.....	5

Law department.....	6
Treasury department.....	1
Police department.....	42
Towpath force.....	1
Telephone operator.....	1

Total employes..... 218

Respectfully submitted,
(Signed) JAS. REDDICK,
Clerk”

COMPARISON OF ACTUAL AND ESTIMATED QUANTITIES IN COMPLETED SECTIONS OF MAIN CHANNEL.

The Clerk presented a report from the Chief Engineer, accompanied by a table giving comparisons of actual and estimated quantities of material to be removed from the Main Channel, which was read, and by unanimous consent, was, with enclosure, ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith submit a report showing the several successive estimates of quantities upon the completed sections of the Main Channel. This report is tabulated in nine columns designated A, B and C; opposite the “Main Channel Prism” designation are four several estimates: No. 1 shows the approximate estimate on which the work

was advertised and let; No. 2 the estimate returned December 31, 1894, by the Assistant Engineers in charge of the respective divisions; No. 3 is the estimate made by Mr. R. B. Seymour from surveys and measurements made by him independent of the work of our own Engineer Corps. His report was returned October 16, 1895. Estimate No. 4 is the volume of material determined by final measurements of the completed work and made the basis of the final estimates for payment. In the first three of these estimates the relative volumes of glacial drift and solid rock was indeterminate and was arrived at from the nearest indications to be had at the time the estimates were made. The fourth or final estimate is based upon measure-

ments which actually determined the volume of each class of material.

Column D gives for each estimate the combined or aggregate volume of glacial drift and solid rock and the variation between the estimate is shown by percentages in column H.

The final estimate is taken as one hundred and made the unit of comparison. The per cent of variation between the two classes of materials covered in columns B and C is shown respectively in columns F and G.

Respectfully submitted,

(Signed)

ISHAM RANDOLPH,

Chief Engineer."

COMPARATIVE ESTIMATES OF QUANTITIES OF MATERIAL IN COMPLETED SECTIONS OF MAIN CHANNEL.

Accompanying Chief Engineer's Report of November 5, 1896.

Contract Sec- tion.	DESIGNATION. (A)	CUBIC YARDS.				PERCENTAGES.			
		Glacial Drift. (B)	Solid Rock. (C)	Glacial Drift and Solid Rock Combined. (D)	Retaining Wall. (E)	Glacial Drift. (F)	Solid Rock. (G)	Glacial Drift and Solid Rock Combined. (H)	Retaining Wall. (I)
M	1. Advertised Estimate.....	719,000	.....	719,000	.....	100.19	.....	.....	.....
	2. Assistant Engineer's Estimate.....	717,650	.....	717,650	.....	100.00	.....	.....	.....
	3. Seymour's Remeasurement.....	709,535	.....	709,535	.....	98.87	.....	.....	.....
	4. Final Estimate.....	* 717,650	.....	717,650	.....	100.00	.....	.....	.....
L	1. Advertised Estimate.....	1,092,000	.....	1,062,000	.....	99.81	.....	.....	.....
	2. Assistant Engineer's Estimate.....	1,094,081	.....	1,094,081	.....	100.00	.....	.....	.....
	3. Seymour's Remeasurement.....	1,079,949	.....	1,079,949	.....	98.71	.....	.....	.....
	4. Final Estimate.....	* 1,094,081	.....	1,094,081	.....	100.00	.....	.....	.....
K	1. Advertised Estimate.....	1,157,000	.....	1,157,000	.....	100.81	.....	.....	.....
	2. Assistant Engineer's Estimate.....	1,147,757	.....	1,147,757	.....	100.00	.....	.....	.....
	3. Seymour's Remeasurement.....	1,139,933	.....	1,139,933	.....	99.32	.....	.....	.....
	4. Final Estimate.....	* 1,147,753	.....	1,147,753	.....	100.00	.....	.....	.....
I	1. Advertised Estimate.....	1,136,000	.....	1,136,000	.....	100.38	.....	.....	.....
	2. Assistant Engineer's Estimate.....	1,131,649	.....	1,131,649	.....	100.00	.....	.....	.....
	3. Seymour's Remeasurement.....	1,126,508	.....	1,126,508	.....	99.55	.....	.....	.....
	4. Final Estimate.....	* 1,131,649	.....	1,131,649	.....	100.00	.....	.....	.....
3	1. Advertised Estimate.....	492,424	661,796	1,154,240	14,960	115.68	86.99	97.29	106.56
	2. Assistant Engineer's Estimate.....	417,634	764,358	1,181,992	13,307	98.10	100.47	99.02	94.79
	3. Seymour's Remeasurement.....	405,626	767,897	1,173,523	11,899	95.28	100.94	98.91	84.76
	4. Final Estimate.....	* 425,705	760,778	1,186,483	14,039	100.00	100.00	100.00	100.00
6	1. Advertised Estimate.....	494,333	595,556	1,089,880	91,198	72.35	108.41	88.42	69.62
	2. Assistant Engineer's Estimate.....	685,156	549,118	1,234,274	33,736	100.28	99.06	100.14	111.11
	3. Seymour's Remeasurement.....	608,309	530,042	1,227,351	29,603	97.81	101.77	99.57	97.50
	4. Final Estimate.....	* 683,248	549,355	1,232,603	30,362	100.00	100.00	100.00	100.00
7	1. Advertised Estimate.....	84,800	802,904	887,704	7,108	46.66	90.12	82.76	115.99
	2. Assistant Engineer's Estimate.....	184,555	886,219	1,070,774	7,935	101.56	99.69	100.01	128.40
	3. Seymour's Remeasurement.....	171,709	886,841	1,058,550	5,919	94.49	99.54	98.68	95.78
	4. Final Estimate.....	181,721	890,939	1,072,660	6,180	100.00	100.00	100.00	100.00
8	1. Advertised Estimate.....	55,422	1,082,150	1,137,572	4,934	127.18	93.22	94.44	171.62
	2. Assistant Engineer's Estimate.....	43,576	1,163,315	1,206,891	3,957	100.00	100.21	100.18	137.63
	3. Seymour's Remeasurement.....	45,101	1,166,541	1,211,642	2,567	103.49	100.48	100.50	89.29
	4. Final Estimate.....	* 43,578	+ 1,160,913	1,204,491	2,875	100.00	100.00	100.00	100.00

9	Advertised Estimate.....	61,867	987,802	1,049,669	2,741	81.78	98.41	97.24	.....
	Assistant Engineer's Estimate.....	73,693	1,006,416	1,073,109	.....	97.43	100.16	99.97	.....
	Seymour's Remeasurement.....	73,353	1,007,123	1,083,056	.....	100.39	100.33	100.33	.....
	Final Estimate.....	* 75,635	1,003,769	1,079,401	.....	100.00	100.00	100.00	.....
10	Advertised Estimate.....	52,060	1,143,520	1,195,580	2,240	167.53	100.14	101.92	.....
	Assistant Engineer's Estimate.....	31,104	1,141,270	1,173,374	.....	100.10	99.95	99.94	.....
	Seymour's Remeasurement.....	27,802	1,145,371	1,173,173	.....	89.47	100.30	100.02	.....
	Final Estimate.....	* 31,074	1,141,890	1,172,964	.....	100.00	100.00	100.00	.....
11	Advertised Estimate.....	43,630	1,001,674	1,045,304	2,559	99.11	101.21	101.12	.....
	Assistant Engineer's Estimate.....	44,032	989,700	1,033,732	.....	100.02	100.00	100.00	.....
	Seymour's Remeasurement.....	39,033	989,776	1,028,809	.....	88.67	100.01	99.52	.....
	Final Estimate.....	44,021	989,711	1,033,732	.....	100.00	100.00	100.00	.....
12	Advertised Estimate.....	22,407	1,008,778	1,031,185	3,920	74.84	101.01	100.25	42.39
	Assistant Engineer's Estimate.....	30,000	1,000,500	1,030,500	10,000	100.18	100.18	107.85	.....
	Seymour's Remeasurement.....	33,201	998,260	1,031,461	12,332	110.89	99.96	100.27	133.04
	Final Estimate.....	* 32,941	996,769	1,028,650	9,270	100.00	100.00	109.50	100.00
13	Advertised Estimate.....	32,037	1,014,148	1,046,185	1,817	94.76	98.11	98.00	16.77
	Assistant Engineer's Estimate.....	35,000	1,053,700	1,083,700	20,000	103.52	101.94	101.99	181.57
	Seymour's Remeasurement.....	36,896	1,042,590	1,079,486	18,135	109.13	100.85	101.13	167.33
	Final Estimate.....	33,810	1,033,655	1,067,475	10,838	100.00	100.00	100.00	100.00
14	Advertised Estimate.....	166,537	979,588	1,146,125	19,946	43.81	96.38	82.07	.....
	Assistant Engineer's Estimate.....	379,255	1,023,500	1,402,755	22,000	99.76	100.70	100.44	.....
	Seymour's Remeasurement.....	382,696	1,024,500	1,407,195	16,987	100.67	100.79	100.76	.....
	Final Estimate.....	380,165	1,016,425	1,396,590	.....	100.00	100.00	100.00	.....
	Totals, Advertised Estimate.....	5,609,537	9,277,916	14,887,453	81,432	93.18	97.19	95.61	110.69
	Totals, Assistant Engineer's Estimate.....	6,015,132	9,579,096	15,594,228	110,935	99.92	100.34	100.18	150.80
	Totals, Seymour's Remeasurement.....	5,942,231	9,587,941	15,530,172	97,442	98.71	100.44	99.77	132.46
	Totals, Final Estimate.....	6,020,031	9,516,154	15,566,185	73,564	100.00	100.00	100.00	100.00

* Section M—Not including 1,986 cubic yards surface ditches and 8,544 cubic yards due to slides.

* Section L—Not including 3,145 cubic yards surface ditches and 9,913 cubic yards due to slides, and including 4,159 cubic yards not removed by Haidt, Hirsch & Co., at west end of Section.

* Section K—Not including 4,800 cubic yards surface ditches and 28,031 cubic yards slides, and including 31,533 cubic yards at Belt R. R. not removed by Christie & Lowe.

* Section I—Not including 6,505 cubic yards surface ditches and 21,220 cubic yards slides.

* Section 3—73,310 cubic yards, McArthur Brothers; 352,395 cubic yards, Gilman & Co.

* Section 6—Including 24,100 cubic yards, Vivian & Co., and 659,148 cubic yards Mason, Hoge & Co.

* Section 8—Final voucher includes 6,592 cubic yards excavation for bridge approaches.

* Section 8—Including 19,782 cubic yards not excavated by Mason, Hoge & Co., at Santa Fe crossing.

* Section 9—Voucher includes 1,016 cubic yards bridge approaches and 41 cubic yards of excavation for Western Stone Company's tracks.

* Section 10—Voucher includes 669 cubic yards excavation for Western Stone Company's roadway.

* Section 12—Voucher includes 12,470 cubic yards bridge approaches and 1,619 cubic yards temporary roadway.

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of October, 1896, which was read and by unanimous consent was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, November 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to submit the report of the Law Department for the month of October, 1896.

The following are the expenses and disbursements of the department:

SALARIES.

Attorneys.....	\$1,133 34
Office force.....	265 00
	—————\$1,398 34

GENERAL EXPENSES.

Court costs.....	\$ 18 00
Right of way.....	125 00
Expense account.....	127 80
Legal services.....	1,250 00
	—————\$1,520 80

LAND ACCOUNT.

J. L. Henry, half cost of boundary fence..	\$ 79 90
Chicago Title & Trust Co., abstract account	51 00
	—————\$ 130 90
Total.....	<u>\$3,050 04</u>

The following is a brief resume of the several matters passed upon coming within the jurisdiction of the department:

The several contracts for the substructure and superstructure of the Southwest boulevard bridge, and the substructure and superstructure of the Elgin, Joliet and Eastern Railway Company bridge, have been executed and filed with the Clerk.

Opinions have been rendered upon the several claims of William A. Schonfeld, Michael Guilford, James Doran and Dr. Nicholas Bartz.

Briefs have been prepared, printed and filed in the case of Allen vs. Haley, et al., pending in the Supreme Court, in support of the motion of appellees to dismiss the appeal, and in reply to the brief of appellant.

Over \$11,000 have been paid by the department, in conjunction with the Chief Engineer, to the laborers on Section F, where the contractors defaulted in the payment of such labor.

Examination of titles to lots and lands in and near Manchester, to be acquired by the District under the settlement with the Santa Fe Railroads, has been made, and report made thereon to the Solicitor of the railroads, pursuant to contract.

Various matters connected with the right of way of the District have also received attention.

The preparation of pleadings and attending to the several steps in the increasing litigation of the District, have required considerable of the time of the office.

In addition to the above, the department has been busy in the adjustment of claims, railroad crossing questions, and with general routine work.

The coming month will be occupied with railroad settlements, right of way matters, various litigation, labor and other claims, and general routine work.

Respectfully submitted,

(Signed) W. M. McEWEN,
Attorney."

REPORT ON PAYMENT OF UNCLAIMED WAGES.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, with reference to and accompanied by a voucher drawn in favor of Larry Rooney, in the sum of \$9.00, for wages earned in June, 1895, which sum remaining unclaimed, had been covered back into the treasury, the report recommending the payment of same; and the report was read

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, the recommendations made therein concurred in, and the voucher paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 10, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance would respectfully present here-

with the voucher of the Clerk for the payment of Larry Rooney for labor, for the sum of nine (9) dollars. Said Rooney was upon the tow-path roll of the District for the month of June, 1895, which was regularly approved by the Finance Committee and ordered paid by the Board of Trustees July 2, 1895, (page 2694 of the Proceedings); said Rooney never called for the amount due him and on December 18, 1895, the retiring Clerk, Mr. Thomas F. Judge, covered this with other amounts back into the treasury; said Rooney now makes application for payment and, as the same is a just obligation of the District, your Committee recommend that the said voucher of the Clerk be approved and ordered paid.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
Z. R. CARTER,
J. P. MALLETT,
Committee on Finance."

REPORT ON CLAIM OF JAMES RAY FOR DAMAGES FOR ALLEGED OVERFLOW OF LAND.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary, with reference to and accompanied by communication from James Ray, by his attorneys, being a claim for damages for alleged over-flow of certain lands belonging to the claimant; the report recommending that said claim be placed on file; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, with accompanying claim filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 9, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your

Honorable Body that there has been presented to the Committee a written notice of claim of James Ray by his attorneys for damages for alleged overflow of certain lands, said to belong to the claimant, for which he claims the District is liable to the amount of \$360.00.

Your Committee present herewith said notice of claim and recommend that the same be placed on file.

Respectfully submitted,

(Signed) J. P. MALLETT,
Chairman.
J. C. BRADEN,
ALEX. J. JONES.
Committee on Judiciary."

One (1) enclosure.

REPORT ON HAULING COAL ON SECTION 4.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance in reference to and accompanied by communication from Peter J. Ruppert for employment by the District, in hauling coal on Section 4, presented and referred to that Committee at the meeting held November 4, 1896 (page 3585 of the Proceedings), the report stating that there was no necessity of such employment and recommending that said communication be placed on file, and the Clerk directed to notify Mr. Ruppert; and the report was read.

On motion of Mr. Boldenweck, seconded by Mr. Kelly, the report was adopted, printed, with enclosure filed, and the recommendations made in the report concurred in.

The following is

THE REPORT:

"CHICAGO, November 9, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance to whom was referred the communication of Peter J. Ruppert (page 3585 of Proceedings) of Sag Bridge, Illinois, with reference to his employment by the District in hauling coal on Section 4, would respectfully report that there is no necessity of such employment and recommend that said communication be placed on file and that the Clerk be directed to notify Mr. Ruppert of your action.

Returned herewith is said communication for filing.

Respectfully,

(Signed) WM. BOLDENWECK,
Chairman.
 FRANK WENTER,
 Z. R. CARTER,
 ALEX. J. JONES,
 THOMAS KELLY,
 THOMAS A. SMYTH.
 J. P. MALLETT,
 J. C. BRADEN,

Joint Committee on Engineering and Finance."

One (1) enclosure.

REPORT ON REQUISITION FOR COAL AND
 SUPPLIES FOR PUMPING PLANT ON
 SECTION 14.

Mr. Boldenweck, Chairman of the Joint Committee on Engineering and Finance, presented a report with reference to a requisition of the Chief Engineer for the necessary purchase of coal and supplies for pumping works on Section 14, presented and referred to that Committee at the meeting held August 5, 1896, (page 3464 of the Proceedings), the report recommending that the Chief Engineer be authorized to purchase same, the price of coal not to exceed \$1.55 per ton, delivered at the works; and the report was read.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be adopted, printed, filed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 9, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — Your Joint Committee on Engineering and Finance to whom was referred the requisition of Isham Randolph, Chief Engineer, for the necessary purchases of coal and supplies for

the pumping works on Section 14, of August 5, 1896 (page 3464 of Proceedings), would respectfully report to your Honorable Body that they have considered the necessity for the purchase of such coal and supplies, and recommend that the Chief Engineer be authorized to purchase the same, the price of coal not to exceed one and fifty-five one-hundredths (\$1.55) dollars per ton delivered at the works.

Returned herewith is said communication for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
 FRANK WENTER,
 Z. R. CARTER,
 ALEX. J. JONES,
 THOMAS KELLY,
 THOMAS A. SMYTH,
 J. P. MALLETT,
 J. C. BRADEN,

Joint Committee on Engineering and Finance."

One (1) enclosure.

REPORT ON DRAINAGE OF IMPOUNDED
 WATER OPPOSITE SECTION G.

Mr. Boldenweck, Chairman of the Joint Committee on Engineering and Finance, presented a report regarding the impounding of water opposite Section G, between the Santa Fe spoil banks and the spoil bank of the Illinois and Michigan Canal, presented and referred to that Committee at the meeting held October 7, 1896 (page 3555 of the Proceedings); the report recommending that the Chief Engineer be authorized and directed to provide proper drainage for such impounded water, at an expense not to exceed \$350; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report be adopted, printed and filed and the Chief Engineer be authorized to provide for drainage as provided therein.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 9, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Engineering and Finance to whom was referred the communication of Isham Randolph, Chief Engineer, of October 7, 1896, regarding the impounding of water between the Santa Fe spoil bank of the Main Channel and the spoil bank of the Illinois and Michigan Canal opposite Section G and recommending that drainage be provided into the Illinois and Michigan Canal, (page 3555 of Proceedings) would respectfully report that they have considered the matters set forth in said communication and concur in the recommendation of the Chief Engineer and recommend that he be authorized and directed to provide proper drainage for such impounded water at an expense not to exceed three hundred and fifty (\$350.00) dollars.

Returned herewith is said communication for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
ALEX. J. JONES,
THOMAS KELLY,
THOMAS A. SMYTH,
J. P. MALLETT,
J. C. BRADEN,

Joint Committee on Engineering and Finance."

REPORT OF PAYMENT OF FINAL ESTIMATES AND RESERVE ON CONTRACT FOR SECTIONS 3, 9, 10, 11, 12, 13 AND I.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to and accompanied by certificates of the Chief Engineer and opinion of the Attorney and General Counsel, in the matter of making final payment to several contractors for work on their several contracts completed, the report recommending that the said contractors mentioned therein be paid the full amount shown in the certificates of the Chief Engineer as being due, except as otherwise noted, under conditions and stipulations as set

forth in the report; and the report was read.

Mr. Smyth, of the same Committee presented a minority report, dissenting from the recommendations of the report presented by the Chairman, recommending non-concurrence in said report; and the report was read.

Mr. Smyth moved that the minority report be substituted for the majority report.

On roll call on the motion to substitute the vote stood: Yeas—Messrs. Braden and Smyth—two. Nays—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven.

Upon which result the President declared the motion to substitute lost.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the majority report be adopted and with enclosures printed and filed, the recommendations made in the majority report concurred in and the Clerk authorized to pay the amounts shown to be due in the said certificates, under the conditions and stipulations set forth in the majority report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly, Mallette and Wenter—seven. Nays—Messrs. Braden and Smyth—two.

Upon which result the President declared the motion carried.

The following is

THE MAJORITY REPORT AND ENCLOSURES:

"CHICAGO, November 9, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Engineering and Finance beg leave to report to your Honorable Body that they have had under consideration the subject matter of the completion of various sections of the Main Channel represented to be completed, and the making of a final payment to the contractors, respectively, entitled upon final certificates by the Chief Engineer; and in connection with the consideration a number of questions have been passed upon, including the several questions submitted to the Attorney and General Counsel for reply and opinion and upon which they have made report to the Committee which is herewith presented and made a part hereof.

The principal point in controversy between the District and the contractors on some of the sections was as to the right of the District under the several contracts to compel the contractors to keep their respective sections free from water until the final inspection of the Channel by the Commissioners to be appointed by the Governor under the Act of the General Assembly under which this District was organized.

On April 6, 1896, in passing upon certain communications your Committee touched upon the subject of the liability of the contractors to continue pumping after excavation, and reported to your Honorable Body as follows :

“GENTLEMEN—Your Joint Committee on Engineering and Finance beg leave to report to your Honorable Body that they have had under consideration the subject of the contracts of E. D. Smith & Co. on Section 10, and Smith and Eastman on Section 14, with reference to the right of the District to require the said contractors to continue pumping water, after the completion of their respective sections and until such sections can be inspected by the Commissioners to be appointed under the Act of the Legislature of the State of Illinois under which the District is organized and operating, provided, the same be done within a reasonable time, and we recommend to your Honorable Body that said contractors should be so required to continue pumping, and that the Engineer be instructed to notify said contractors, respectively of your decision in that regard, and to call their attention to the provisions of their contracts regarding inspection by the State Commissioners and by the Engineer, and the requirements to pump until such inspection.”

Which report was duly adopted and the recommendation therein contained concurred in by your Honorable Body at your meeting of April 8, 1896 (page 3288 of Proceedings).

At the time the above report was made, the interests of the District seemed to require that no concession should be made which might impair the right of the District to insist upon the most liberal construction of the several contracts in the matter of requiring the said sections to be kept clear of water by the respective contractors or at the expense of said contractors, until final inspection by the State, provided the same be done within a reasonable time, but by the opinion of the Attorney and General Counsel, herewith submitted as afore-

said, such reasonable time is held to have elapsed, so that, acting upon such opinion, your Committee now report that a continued failure to pump no longer constitutes a breach of the contract upon the construction passed thereon in their report above set out.

The contractors, since the completion of their respective sections, have in every instance denied the right of the District to so compel them to keep such sections free from water, and the District has been compelled, after giving due notice, to establish pumping plants or to defray the expense of keeping pumps in operation at convenient points along the Channel where it might be necessary in order to protect the incomplete sections from overflow.

This expense, your Committee are of opinion, might properly be charged against the several contractors in proper proportion.

Against this claim of the District, however, the several contractors have various claims in different amounts against the District, some for extras and other charges, which in the aggregate amount to more than the expense incurred by the District in pumping water, as aforesaid.

The several contractors whose sections have been under consideration, and are herein reported upon, have evinced a willingness to accept the amounts respectively certified to by the Chief Engineer, in full settlement of all claims and demands arising out of their respective contracts; and your Committee are of opinion that the District may very properly settle such contracts and waive the right to insist upon the said contractors bearing the expense of pumping after the completion of their respective sections, and after the expiration of the contract time.

It is a source of gratification to those Trustees that were members of the Board when the contracts were awarded that the estimates are so near the final payment herewith made.

Your Committee, therefore, present herewith the final certificates of the Chief Engineer, issued by him to the contractors upon sections for the balances, respectively, as follows:

Gilman & Co., Section 3.....\$103,081 73
Halvorsen, Richards & Co.,

Section 9.....102,300 47
E. D. Smith & Co., Section 10 122,445 15

(Subject to claim of Mason,
Hoge & Co. for \$3,280.87.)

Mason, Hoge & Co., Section 11 \$ 01,371 64
 Mason, Hoge & Co., Section 12 105,999 85
 Mason, Hoge & Co., Section 13 102,619 74
 Christie & Lowe, Section I... 36,861 63

and recommend that the several amounts be paid, except as to said Section 10, as hereinafter provided, to the contractors respectively entitled, upon the voucher of the Chief Engineer in full of reserve percentage, extras and claims or demands of whatsoever kind and nature arising in any manner upon or from the respective contracts on said sections or in any manner connected therewith or relating thereto, in tax warrants drawn against the tax levy of 1896, in the usual form with interest coupons drawing six per cent per annum; provided, however, there shall be reserved from the payment to E. D. Smith & Co., on said Section 10, the sum of three thousand, two hundred eighty and eighty-seven one-hundredths (\$3,280.87.) dollars claimed by Messrs. Mason, Hoge & Co. for damages from overflow, which sum shall be held to be paid to the party entitled upon an adjustment subject to and until the further order of the Board; the balance of one hundred nineteen thousand, one hundred sixty-four and twenty-eight one hundredths (\$119,164.28) dollars to be paid to E. D. Smith & Co., as above recommended, with the exception of said claim of \$3,280.87 from the voucher.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
 FRANK WENTER,
 Z. R. CARTER,
 THOMAS KELLY,
 ALEX. J. JONES,
 J. P. MALLETT,

Joint Committee on Engineering and Finance."

(Eight enclosures.)

The following are

THE CERTIFICATES OF THE CHIEF ENGINEER:

Section 3—

"CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Gilman & Co., contractors for Section 3

of the Main Channel have completed all the work covered by their contract for said section and the amendment thereto of August 28, 1894, and within the extension of time granted by your Honorable Board (see Proceedings November 27, 1895, page 2961-2) to the full satisfaction of the Chief Engineer. This certificate is subject to any unaccrued or unmatured liabilities or duties of Gilman & Co. arising or growing out of said contract.

The total amount of work performed by them is as follows:

Glacial drift, 352,395 cu. yds. at 56c....	\$197,341 20
Solid rock, 760,778 cu. yds. at 76c.....	578,191 28
Masonry, retaining wall, 14,039 cu. yds. at \$3.25.....	45,626 75
Total amount earned under contract..	\$821,159 23
Total amount paid on account of contract.....	718,077 50
Total amount due and unpaid....	<u>\$103,081 73</u>

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Section 9—

"CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Halvorson, Richards & Co., contractors for Section 9 of the Main Channel, taken by them on assignment from Agnew & Co., the original contractors, have completed all of the work covered by their contract for said section in accordance with the contract, to the full satisfaction of the Chief Engineer. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 117,455 cu. yds. at 26c....	\$ 30,538 30
Solid rock, 1,020,642 cu. yds. at 76 8 10c.	784,873 70
Total amount earned under contract..	\$815,412 00
Total amount paid on account of contract.....	<u>\$713,111 53</u>
Total amount due and unpaid....	<u>\$102,300 47</u>

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Section 10—

"CHICAGO, Nov. 9, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I hereby certify that E. D. Smith & Co., contractors for Section No. 10 of the Main Channel, have completed all of the work covered by their contract for said section in accordance with the contract, save as hereinafter excepted, to the full satisfaction of the Chief Engineer, except that they failed to comply with the direction of the Chief Engineer relating to pumping, as is provided in their contract, and refused to pump during the period covered by their contract and permitted the water originating upon their Section 10 to flow on to the adjacent sections. By reason of this failure there is a claim of \$3,280.87 presented by Mason, Hoge & Co. which amount should be withheld from the final payment to E. D. Smith & Co. until an adjustment of the claim by payment, waiver or otherwise is affected. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of this contract.

The total amount of work done by them is as follows:

Glacial drift, 62,056 cu. yds. at 25c.....	\$ 15,514 00
Solid rock, 1,200,166 cu. yds. at 80c.....	960,132 80

Total amount earned under contract..	\$975,646 80
Total amount paid on account of contract.....	853,201 65

Total amount due and unpaid.....	<u>\$122,445 15</u>
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Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Section 11—

"CHICAGO, November 5, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I hereby certify that Mason, Hoge & Co., contractors for Section 11 of the Main Channel, have completed all of the work covered by their contract for said section, in accordance with the contract, to the full satisfaction of the Chief Engineer. This certificate is subject to any unaccrued or unmatured liabilities or duties of said Mason, Hoge & Co. arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 49,855 cu. yds. at 30¼c....	\$15,081 14
Solid rock, 1,000,979 cu. yds. at 79¼c....	793,275 86

Total amount earned under contract..	\$808,357 00
Total amount paid on account of contract.....	706,985 36

Total amount due and unpaid....	<u>\$101,371 64</u>
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Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Section 12—

"CHICAGO, November 5, 1896.

*To the Honorable, the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I hereby certify that Mason, Hoge & Co., contractors for Section 12 of the Main Channel, have completed all of the work covered by their contract for said section in accordance with the contract, to the full satisfaction of the Chief Engineer. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 55,769 cu. yds. at 30¼c....	\$ 16,870 12
Solid rock, 998,709 cu. yds. at 79¼c.....	791,476 88
Dry rubble masonry, 17.44 cu. yds. at \$1.66.....	28 95

Masonry retaining wall, 9,269.5 cu. yds. at \$3.50.....	32,443 25
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Total amount earned under contract..	\$840,819 20
Total amount paid on account of contract.....	734,819 35

Total amount due and unpaid.....	<u>\$105,999 85</u>
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Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Section 13—

"CHICAGO, November 5, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I hereby certify that Mason, Hoge & Co., contractors for Section 13 of the Main Channel have completed all of the work covered by their contract for said section in accordance with the contract, to the full satisfaction

of the Chief Engineer. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows :

Glacial drift, 33,810 cu. yds. at 26c.....	\$ 8,790 60
Solid rock, 1,033,665 cu. yds. at 74 $\frac{1}{2}$ c....	772,664 59
Masonry, retaining wall, 10,838 cu. yds. at \$3.50.....	37,933 00
Total amount earned under contract..	\$819,388 19
Total amount paid on account of contract.....	716,768 45
Total amount due and unpaid.....	\$102,619 74

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Section I—

"CHICAGO, November 5, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I hereby certify that Christie & Lowe, contractors for Section I of the Main Channel have completed all of the work covered by their contract for said section in accordance with the contract, to the full satisfaction of the Chief Engineer. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 1,159,384 cu. yds. at 25c....	\$289,846 00
Total amount paid on account of con- tract.....	252,984 37
Total amount due and unpaid.....	\$ 36,861 63

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE OPINION OF THE ATTORNEY AND
GENERAL COUNSEL:

"*To the Honorable, the Joint Committee
on Engineering and Finance:*

GENTLEMEN—There has been requested of the Attorney and General Counsel an

opinion upon and in answer to the following questions:

1. What is the right of the District to make a final payment upon a contract for excavation on the Main Channel where the Chief Engineer certifies to a satisfactory completion of the work?

2. What right has the District in making such final payment to impose conditions which may leave for future adjustment undetermined matters?

3. What liabilities, if any, of the contractor and the surety on the bond exist after a final payment without conditions?

4. What are the present rights of the District to require contractors on the several sections completed over six months ago to continue pumping or pay its cost?

5. In connection with the liabilities of the contractors after settlement, what remedy would the District have, if any, against the contractor for faulty construction of any of the work done under a contract for excavation, and is the per cent reserved to be considered under the contract as a security against faulty construction?

6. What right, if any, has the District in case of a settlement with the contractors by payment in warrants against the tax levy of 1896 to pay interest on such warrants?

The several questions arise with reference to and are considered with regard to sections numbered 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, I, K, L and M.

ONE.

The first question involves some of the matters necessarily considered in some of the other questions above submitted. The principal object of the contract is to secure the performance of the work specified on the particular section for a certain price, in such a manner as to pass the inspection of the Chief Engineer and the inspection to be made on behalf of the State of Illinois; that such work be carried on in such manner as not to interfere with adjoining or neighboring contractors; that the District be protected from the consequences of any carrying on of the work by the contractor with certain reservations to the District of rights upon the section to secure the construction of the Channel as a whole.

By the terms of the contract the Chief Engineer is made the superintendent of the construction; and is given the power

to decide every question which may arise between the parties relative to the execution of the contract, and such decision is final and binding. There can be no doubt as to the power of the Engineer to act under this clause of the contract; similar provisions have been recognized by the courts, and so long as he occupies an independent position, uninfluenced by either party and acting in good faith, so that the decision is his judgment there is no appeal from or evading such decision.

As to the time when the contractor is entitled to his final payment, the contract provides that $87\frac{1}{2}$ per cent of the work shall be paid for upon estimates, half monthly, and that the final payment of $12\frac{1}{2}$ per cent shall be reserved until the completion and acceptance of the whole work. The contractor further agrees that he shall not be entitled to demand or receive payment for any portion of the work or materials, except in the manner set forth in this agreement, nor until each and all of the stipulations in the contract mentioned are complied with, and the Chief Engineer shall have given his certificate to that effect. This contract also contains this provision:

“Certificate—On all the work provided for in this contract being completed, in accordance with the contract, and to the full satisfaction of the Chief Engineer, and on its being inspected by him and a certificate made by him setting forth the amount of said work, and that the said work has been completed, the said party of the first part agrees to pay to the said party of the second part the amount shown to be due to second party by the said certificate of the said Chief Engineer, including the $12\frac{1}{2}$ per cent reserve.”

The several contracts under consideration require a completion of the work within a specified time, and such time of completion is now past by at least six months.

A qualification as to the force of the Chief Engineer's final certificate appears in the paragraph headed “Final Payment,” in these words: “Provided, that nothing herein contained shall be construed to affect the right hereby reserved of the said party of the first part to reject the whole or any portion of the aforesaid work, should the certificate be found to be inconsistent with the terms of the agreement, or otherwise improperly given.”

From all of these provisions, it becomes apparent that within a reasonable time after the completion of the work it is contemplated that the Chief Engineer shall make an inspection of the work and determine whether it has been completed according to the terms of the contract, and on finding that the same has been so completed, issue his certificate to that effect, such certificate amounts to an adjudication of the fact, and it then becomes the duty of the District to make the payment of the balance shown to be due by the certificate, unless questions have arisen outside of the mere process of excavation and construction which place the contractor in default or where he may not insist upon the final payment.

Such questions might arise in the shape of claims for damages against the District arising from the work or the negligence of the contractor.

The paragraph of the contract relative to damages is as follows:

“Damages—If any damages shall be done by the contractor or by any person or persons in his employ, to the owner or occupants of lands or to any property adjoining, or in the vicinity of the work herein contracted to be done, or to a neighboring contractor, the Engineer shall have the right to estimate the amount of said damage, and to cause the Sanitary District to pay the same to the said owner or occupant, and the amount so paid for such damages shall be deducted from the money due said contractor under this contract.”

Said contractor covenants and agrees to pay all damages for any personal injury sustained by any person, growing out of any act or doing of himself or his employes, that is in the nature of a legal liability, and he hereby agrees to indemnify and to save the Sanitary District harmless against all suits or actions of every name and description brought against the said Sanitary District for or on account of any such injuries, or such damages received or sustained by any person or persons by or from said contractor, his servants, agents or employes, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any act or omission of said contractor, his agents or employes; and the said contractor further agrees that so much of the money due to him, under and by virtue of this contract, as shall be considered necessary by the Board of Trustees of the Sanitary District, may be

retained by the said Sanitary District until such suit or claim for damages, as aforesaid, shall have been settled, and evidence to that effect furnished to the satisfaction of the said Board of Trustees."

From the last part of this paragraph, it appears that in case of claims made against the District, the Trustees must determine how much of the final payment shall be retained. And in any such case, the Trustees may withhold any reasonable amount to protect against the possibility of being held liable for matters growing out of the contract.

The District should likewise pay regard to notices under the Mechanics' Lien Act of 1895.

A further question which has arisen, which may be considered at this point, is the right of the District to require the contractors on the several sections now under consideration to continue pumping. The several portions of the contract which may be viewed in this connection are the following:

"*Drainage*—The contractor is to provide all necessary pumping machinery and is to operate the same at his own cost and expense during the time of excavation, and until the whole work is fully completed and inspected, as provided for in other sections of this contract. The contractor shall dispose of any water pumped in such manner as not to interfere with the operations of other contractors for the Sanitary District."

"Said section to be entirely completed and prepared ready for inspection as provided for in Section 27 of an Act of the Legislature of the State of Illinois, entitled "An Act to create Sanitary Districts and to remove obstructions in the Desplaines and Illinois Rivers," approved May 29, 1889, in force July 1, 1889."

The paragraph above cited entitled "Certificate" indicates a final inspection by the Chief Engineer.

At the time of the letting of the several contracts it was the undoubted design to secure the completion of the several sections at as near the same time as possible. In such an event the inspection by the State would have taken place about the same time as the inspection by the Chief Engineer, and no question in that case would have been likely to have arisen. However, subsequent events made it impossible to complete the several sections simultaneously, nor will all of the canal be completed for some time to come.

At their meeting of April 8, 1896, the Board of Trustees took the strongest position which it could under the circumstances, by any construction of the contract, in favor of the public rights they represented, and held that the contractors should pump until the State inspection, unless the same should be unreasonably delayed, or, in other words, that the contractors should pump a reasonable time after the completion of the work ready for inspection.

In view of the delay occurring at some points on the line, and viewing the contract in the light of the circumstances, we are of opinion that the contractors on the several contracts under consideration at the present time can not be required to pump or pay the cost of pumping hereafter. Assuming for the purposes of decision of the present cases the position of the Trustees of April 8, 1896, the lapse of over six months must be considered as at least, if not more than a reasonable time from the expiration of the contract.

We therefore advise in answer to the first question, that the District has the right in the cases under consideration to pay the several amounts certified by the Chief Engineer unless the Trustees can show the certificate to be inconsistent with the terms of the agreement, or improperly given, or unless claims have been made against the District arising out of the work on the particular section, in any of which events the Trustees have the right to hold a proper amount to protect the District till settlement.

TWO.

As to the right of the District to impose conditions in making a payment, we would reply that such a right does not exist standing by itself. If a contractor has received his final certificate, and no claims have been made regarding his section, his right to payment is absolute and to receive it without conditions. If, however, the District, for any reason, makes an express condition of payment and the contractor assents to such condition by accepting the payment with the condition, such condition would be binding.

THREE.

As to the liabilities of the contractor and the surety on the bond after a final payment, we are of opinion that such payment, unconditionally made, is to be regarded as a settlement of all matured liabilities under the contract. The work is accepted, the contractor is no longer

liable therefor; as to matters not matured, such as claims for damages, the bond of the contractor still stands for that part of the condition. The condition of the bond is, that if the contractors shall in all respects well and truly keep and perform the said contract, on their part, in accordance with the terms thereof, and the plans and specifications therein contained and referred to, and in the time and manner therein prescribed, and further shall indemnify, keep and save harmless the Sanitary District of Chicago against all liabilities, judgments, costs, damages and expenses, which may in anywise come against said Sanitary District, in consequence of the granting of such contract, or which may in anywise result from the carelessness or neglect of said contractors or their agents, employes or workmen, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, device or apparatus used in the performance of said contract, and moreover shall pay to said Sanitary District any sum or sums of money determined by the Chief Engineer to be due said Sanitary District, by reason of any failure or neglect in the performance of the requirements of said contract, and shall pay all claims and demands whatsoever, which may accrue to each and every person who shall be employed by said contractor in or about the performance of said contract, then the bond to be discharged. The part relating to the doing of the work is fulfilled and is released by the settlement. The part relating to claims still stands as security. Suits and claims may be filed any time against the District, and it is not a fair construction to consider this protection cut off by a settlement.

FOUR.

This question as to the present right of the District to require the contractors to pump or pay for the pumping of water hereafter on the sections in question has been answered in the consideration of the first question in the negative.

FIVE.

As regards faulty construction and the liability therefor after settlement the District makes certain plans and specifications, the contractor follows them to the satisfaction of the Chief Engineer, who inspects and accepts the work for the District. It would seem that after acceptance no remedy would exist against the contractor, unless he had in some way fraudulently concealed the

faulty construction or fraudulently prevented a fair inspection, neither of which could arise in any contingency which we can now conceive.

There being then no liability for faulty construction after inspection and settlement, the reserved percentage could not be withheld on that account. The reserved percentage is an evidence of good faith and financial responsibility, and is also a security for performance of the contract. So long as the contract is open or unexecuted, it may be so regarded, but after completion of the contract, inspection and certificate, it can no longer be held where no claims are filed against the District.

SIX.

As to the right of the District to pay interest on the tax warrants issued to pay the percentage, this question was answered in the affirmative in a former opinion of the Attorney and Counsel, given at the time of the first issue of tax warrants. The reserved percentage is for work done, and the warrants issued therefor stand on the same footing as warrants issued during the progress of the work.

Respectfully submitted,

(Signed)

W. M. McEWEN,

Attorney.

JOHN P. WILSON,

General Counsel.

NOVEMBER 8, 1896."

The following is

THE MINORITY REPORT.

"CHICAGO, November 11, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The undersigned, members of the Joint Committee on Engineering and Finance, respectfully ask leave to submit a minority report, regarding the proposition to make final payment to the contractors on Sections 1, 3, 9, 10, 11, 12 and 13, for the following reasons:

First—The proposition to make final payment (at this time) involves the paying out of more than a million dollars, which is now retained by the District, under the 12½ per cent reserve fund provision in the contracts, to indemnify it against possible loss or damage, by rea-

son of the imperfect execution of the work on the several contracts, and until the formal acceptance of said contracts, by the Chief Engineer, has been made and the whole work approved by the Commission appointed according to law by the Governor of the State.

Second—When a motion is made involving the outlay of considerable sums of money by the District, it should be made regularly in open meeting before the Board and there considered, and then according to the rules referred to the proper committee or committees, to be reported back to the Board for further action thereon.

Third—It is in violation of the customs of this Board, as well as of the rules governing it, for members to constitute themselves as a committee, without authority from the Board, to consider and resolve questions, touching the expenditure of vast sums of money by the District.

Fourth—To take such action upon the final payment of contracts, as is now proposed, would be wholly irregular and improper (a) because up to the present time the Chief Engineer has never formally or otherwise reported to the Board his acceptance of the contracts said to be completed, and (b) because under the express provision of such contracts with the Board, no committee could take cognizance of such completion of the work until official notification by the Chief Engineer had been made to the Board. The further consideration of such action by the Board presents two questions which offer most serious objections. The questions are:

First—What responsibility will rest upon the District, if by determining these contracts completed, before the time appointed by law, the Board should proceed to make settlement of these final claims?

The statement showing contracts completed and amount of reserve due on same is as follows:

Section 3, Gilman & Co.	\$ 102,740 53
Sections 6, 7, 11, 12, 13, Mason, Hoge & Co.	494,979 42
Section 8, Mason, Hoge, King & Co.	122,440 71
Section 9, Halvorson, Richards & Co.	101,926 50
Section 10, E. D. Smith & Co	121,955 85
Section 14, Smith & Eastman	106,515 29

Sections I and K, Christie & Lowe.	\$ 72,342 29
Sections L and M, The Heidenreich Company	47,019 65
	<hr/>
	\$1,170,920 24

The statement showing the estimated receipts and disbursements of the District from October 27th to December 31st, 1896, shows that the receipts, including cash on hand, is about \$2,503,533.86, and that the disbursements which will be made to satisfy the departmental expenses, construction, retiring of bonds, bond interest, and tax warrant interest, will amount to about \$1,163,948.00, leaving a balance due with which to make the final payments of \$1,339,585.86.

The sum due on the 12½ per cent reserve, or upon the final payments, will be seen above to amount to \$1,170,920.24. After deducting from which the amount on hand, after all other disbursements have been made, will only leave a balance of \$168,665.62.

Why should these contracts be settled before the time at which they may legally be said to be completed?

Why should the Sanitary District of Chicago be required to borrow money at a high rate of interest in order that contractors, impatient for the settlement of their claims, may be satisfied? The interest alone on the amount the District would be compelled to borrow in such a case would approximate \$6,000 per month. This would entail an unnecessary expense of thousands of dollars, besides relieving the contractors, by releasing their bonds, of all liability which might fall upon them by reason of the imperfect execution of the work.

A few weeks ago a part of the retaining wall on a section finished by the Qualey Construction Company gave way and fell in, and the damage which the District shall have to sustain is estimated at \$20,000.

Further reports as to parts of other sections of the work being two and three inches "out of line" have been brought to the notice of some of the members of this Board. If these reports be true, as may be ascertained upon examination by the Chief Engineer, the contracts on these sections can in no sense be said to be completed.

In an opinion rendered to this Board by the Attorney, on the question of the "duty of the contractor under his contract, to pump water from completed

sections of the Channel," the Twenty-seventh Section of the Act of the Legislature creating the Sanitary District of Chicago was recited as follows: "That before sewage or water is to be turned into the completed Channel, the Governor of the State shall appoint a commission to see to it that the Channel complied with the requirements of the statute, as to size, capacity, and quantity, and flow of water in the Channel." This opinion considered the very question as to when a contract could be said to be completed, and it was thereupon adopted by the Joint Committee on Engineering and Finance, and made the basis of said Committee's report. The opinion concluded as follows: "That the contractor must pump until State inspection, unless the completion and preparation of the entire Channel, or such inspection is unreasonably delayed." And the said Joint Committee on Engineering and Finance reported in substance in conformity with the views expressed in said opinion.

In a later opinion by the Attorney, concurred in by the General Counsel, it was declared that six months from the time of the completion of the work was a *reasonable time* within which such State inspection could be properly made.

If, then, the contractor must continue to pump water from the Channel until the State inspection is made, his contract can not be said to be completed until such inspection has been made according to the opinions herein cited, and according to the law hereinbefore referred to, and no legal duty devolves on this Board to make such final settlement until such contract has been so completed. It appears also from the statement showing contracts completed and amount due on same, that on Section 10 the firm of E. D. Smith & Co. had completed their contract in October, 1895, or more than a year ago, while the firm of Gilman & Co. is shown to have finished its contract on Section 3 less than three months ago.

Neither of these claims has as yet been settled by the Board and this acquiescence on the part of contractors, whose claims are for the net balance due on their contracts, without interest from the time of their completion, evidences an acknowledgment on their part of the correctness of the opinion given by the Attorney and Counsel of the Board which recites in substance that these claims shall not be due and final payments shall not be made until the contracts have been completed according to law.

Further, as this Board has been advised by its Attorney and Counsel that six months is a reasonable time within which an inspection of the Channel may be made after the completion of contracts and notification of such completion made to the Board, a wise and economic policy would suggest that at least a portion of this time be allowed to lapse, in order that proper frost tests of the work may be made by the Board and in order that the monthly interest on the tax warrants for such time may be saved to the District.

Economy could not suggest such action as is now proposed to be taken, as the amount of interest to be paid on such tax warrants would, under the circumstances, be a heavy and a needless expense.

For the reasons given, we recommend that such final payment to contractors be deferred until the further pleasure of the Board.

Respectfully submitted,

(Signed)

THOMAS A. SMYTH,

J. C. BRADEN,

Of the Joint Committee on Engineering and Finance."

SEWAGE AND POLLUTION OF WATER.

The Clerk presented and read a communication from Joseph Downey, Chairman of the Commission investigating sewage and water supply systems of Chicago, with reference to obtaining certain information from the District for the use of said Commission.

By unanimous consent, on motion of Mr. Jones, seconded by Mr. Wenter, the communication was referred to the Special Committee on Pollution of Water Supply, with power to act.

The following is

THE COMMUNICATION:

"NOVEMBER 11, 1896.

Hon. B. A. Eckhart, President, and Board of Sanitary Trustees, Rialto Building, Chicago:

GENTLEMEN—The City of Chicago has appointed a Commission of Engineers to investigate sewerage and water supply systems of Chicago with the view of primarily preventing the pollution of our drinking water and preventing the discharge of sewage into Lake Michigan. Also, to utilize, as far as possible, the

November 11,]

—8606—

[1896.

work in which your Honorable Board is engaged.

In this connection I would respectfully request that you furnish this Commission with any information that you may have upon the subject in your possession, with plans, profiles, documents (either written or printed) which may be of value to assist in obtaining correct conclusions.

As the Commission desires this information as early as possible, I trust that you will co-operate without delay.

Very truly yours,

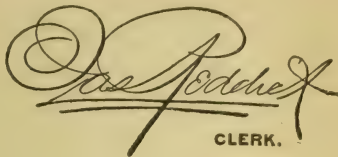
(Signed)

JOSEPH DOWNEY,

Chairman of Commission."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Mallette, the Board then adjourned.



CLERK.

November 11,]

—3607—

[1898.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

NOVEMBER 18, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and thirtieth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, November 18, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight members, were present.

MINUTES.

The minutes of the regular meeting

held November 11, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Wenter.

VOUCHERS.

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Waukesha Water Co.	
(water).....	\$ 3 75
A. G. Ryther (expense)..	10 45
C. L. Harrison (expense and traveling).....	44 22
Board of Canal Commis- sioners, State of Illi- nois (removal Piper bridge).....	150 00
	—————\$ 208 42

POLICE DEPARTMENT.

Banks & Koller (sundries).....	\$ 2 64
J. H. Tedens & Co. (sundries).....	3 30
W. R. Neff (blacksmithing).....	9 25
Thomas Ludwig (blacksmithing).....	25 00
W. P. Rend & Co. (coal)	142 74
	<hr/> \$ 182 93

PUMPING PLANT—SECTION 14.

Chas. L. Harrison (sundries).....	\$ 11 15
Total.....	<hr/> \$ 402 50

Mr. Mallette, seconded by Mr. Boldenweck, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 1074, Clerical Department,
(stationery, stamps, etc).....\$ 62 00

Mr. Boldenweck, seconded by Mr. Mallette, moved that Requisition No. 1074, for the Clerical Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending November 14, 1896, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, November 18, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending November 14, 1896, as the same have been reported to me:

Engineering department.....	142
Pumping plant.....	20
Clerical department.....	5
Law department.....	6
Treasury department.....	1
Police department.....	40
Towpath force.....	1
Telephone operator.....	1

Total employes..... 216

Respectfully submitted,

(Signed) JAS. REDDICK,

Clerk.”

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of October, 1896, which was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, November 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of, and charged to the Clerical Department during the month of October, 1896, was \$933.58, divided as follows:

Salaries.....	\$ 898 33
General expenses.....	35 25
Total.....	<hr/> \$ 933 58

There are no outstanding liabilities beyond usual small current bills against the Clerical Department, and the expenses for the present month will, from present indications, be about \$900.00.

The total amount expended and charged to the General Account during

the month of October, 1896, was \$4,431.22, divided as follows:

Salaries	\$ 2,443 33
Rent	1,650 00
Printing	85 65
Electric Lighting.....	80 25
Advertising.....	152 12
General expenses.....	19 87
Total.....	<u>\$ 4,431 22</u>

There are outstanding liabilities against the General Account to the amount of \$816.31 for telephone service, and the expenses for the present month will be about \$3,500.00.

During the month of October, 1896, there were regular warrants authorized and drawn against the various accounts for \$186,718.28, as follows:

Engineering Department.....	\$ 17,582 92
Clerical Department.....	933 58
Law Department.....	2,919 14
Treasury Department.....	166 67
General Account.....	4,431 22
Law Department, Land Account	130 90
*Weir, McKechney & Co.....	12,500 00
Police Department.....	3,641 80
Pumping Plant, Section 3.....	861 26
Pumping Plant, Section 14.....	1,050 79
Bond Account.....	100 000 00
Bond Interest and Premium Account.....	42,500 00
Total.....	<u>\$ 186,718 28</u>

*This amount is for payment of certain laborers on Section F, as per order of the Board, October 1, 1896, (page 3544 of the Proceedings).

As directed by your Honorable Body at the meeting held August 12, 1896, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of October, 1896, to the amount of \$310,863.50 were paid in tax levy warrants, with six per cent interest coupons attached, drawn against the tax levy for 1896. In addition to this amount, vouchers issued to other parties and audited, approved and ordered paid to the amount of \$9,338.10 were also paid in similar tax levy warrants, making a total of \$220,201.60 in 1896 tax levy warrants issued during the month of October.

The total 1895 tax levy warrants issued to October 31, 1896, has been \$2,701,213.77 and of this amount the sum of \$2,264.392.25 was redeemed to October 1, 1896, and the sum of \$436,823.52, being the

balance outstanding, was redeemed during the month, and attached coupons for accrued interest on this latter amount to date of redemption, amounting to \$7,447.73, were paid by the Treasurer for which no warrant was required. The total expenditures therefore for the month were as follows:

1896 tax levy warrants.....	\$ 220,201 60
Regular warrants.....	186,718 28
Interest on 1895 tax levy warrants redeemed.....	7,447 73
Total.....	<u>\$ 414,367 61</u>

Of the \$200,000.00 appropriated July 8, 1896, for the payment of District bonds and interest on bonds and tax levy warrants, there were expenditures during October, 1896, to the amount of \$149,947.73, leaving the unexpended balance of the appropriation \$26,807.38.

Of the total amount of 1896 tax levy warrants issued to date, there is now outstanding the sum of \$980,761.42.

Respectfully submitted,

(Signed) JAMES REDDICK,

Clerk."

REPORT ON CLAIMS OF SUNDRY CREDITORS FOR LIENS AGAINST CONTRACT ON SECTIONS L AND M.

Mr. Mallette, Chairman, presented a report from the Joint Committee on Judiciary and Finance with reference to and accompanied by notice of claims of the Anderson Transfer Company et al, by W. W. Ross, their attorney, Charles Boucher and James Butler, against contracts on Sections L and M, presented and referred to that Committee at the meetings held September 2, September 23, and October 21, 1896, (pages 3495, 3525 and 3571 of the Proceedings) the report stating that, pursuant to an order entered in the County Court of Cook County, said claims, represented by said W. W. Ross, attorney, had been settled and compromised, and said Butler, by his attorney, in open court consented that the assignee of said contractors might receive from the District the final payments on their contract; that the Committee are informed that said Boucher is willing to settle and compromise his claim upon the same terms as the claims represented by said Ross; the Committee therefore recommending that said claims be placed on file, and, concurring with the report of the Joint Committee on Engineering and Finance, upon the payment of final estimates upon said sec-

tions, releases of said claims represented by said Ross and said Boucher be filed with the Clerk, the report also being accompanied by certified copy of the order of the County Court; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, November 16, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Judiciary and Finance would respectfully report to your Honorable Body in the matter of the claims of certain creditors of the Heidenreich Company, represented by W. W. Ross, attorney, presented to the Board of Trustees September 2, 1896, (page 3495 of the Proceedings) and referred, and the claim of James Butler, presented to the Board of Trustees October 21, 1896, and referred, (page 3571 of Proceedings) and the claim of Charles Boucher, presented at the meeting of the Board of Trustees of September 23, 1896, (page 3525 of the Proceedings) and referred, would respectfully report to your Honorable Body that by adjustment between and among the several parties in interest an order has been entered in the County Court of Cook County in the matter of the estate of the Heidenreich Company, No. 13940, whereby the said claims represented by said W. W. Ross have been settled and compromised and said Butler, by his attorney, in open court consented that the assignee of said Heidenreich Company, Charles E. Schlytern, might receive of the District the final payments on the contract between the Heidenreich Company and the District, and your committee are informed that the said claimant, Boucher, is willing to settle and compromise his claim upon the same terms as the claims represented by said Ross, and your committee, therefore, recommend that said claims be placed on file, and concurring with the report of the Joint Committee on Engineering and

Finance, upon the payment of final estimates upon Sections L and M, releases of said claims represented by said W. W. Ross and of Charles Boucher be filed with the clerk.

Presented herewith are a certified copy of the order of said County Court and said claims for filing.

Respectfully submitted,

(Signed)

J. P. MALLETTE,

Chairman.

FRANK WENTER,

J. C. BRADEN,

Z. R. CARTER,

ALEX. J. JONES.

Joint Committee on Judiciary and Finance.”

Four enclosures.

REPORT ON CLAIMS OF P. E. McDONNELL AND McDONNELL & CUSACK FOR RENTAL OF PRIVATE ROADS.

Mr. Mallette, Chairman, presented a report from the Joint Committee on Judiciary and Finance, with reference to the claim of Patrick E. McDonnell for \$100; and also the claim of Patrick E. McDonnell and Thomas Cusack for \$150 for rent accruing under two alleged leases of so-called private roads running east and west from Kedzie avenue, connecting with the tow-path of the Illinois and Michigan Canal; the report being accompanied by the opinion of the Attorney and stating that the Committee are advised by the Attorney that the District is liable for these amounts, and recommending that the offer of the claimants to accept the sum of \$200.00 in full of all claims or demands arising upon said leases be accepted, and that the Clerk of the District pay said amount in full payment of said claims and costs, upon the voucher of the Attorney, all as set forth in the report; and the report was read.

Mr. Mallette, seconded by Mr. Carter, moved that the report be adopted, printed, with enclosures filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Mallette, Smyth and Wenter—seven. Nays—none. Excused and not voting—Mr. Eckhart—one.

Upon which result the President declared the motion carried.

The following is

THE REPORT.

"CHICAGO, November 16, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Judiciary and Finance would respectfully represent and report to your Honorable Body that claims have been made against the District, one for the sum of one hundred (\$100.00) dollars, in favor of Patrick E. McDonnell, and one for the sum of one hundred fifty (\$150.00) dollars in favor of Patrick E. McDonnell and Thomas Cusack, for rent under an alleged rental of two leases of so called private roads running east and west from Kedzie avenue, connected with the tow-path of the Illinois and Michigan Canal, authorized at the meeting of the Board of Trustees of July 25, 1894, (page 2068 of Proceedings) for the period from May 1, 1895 to May 1, 1896, and your Committee are advised by the Attorney that the District is liable for these amounts; that the claimants, respectively, offer to accept the sum of Two Hundred (\$200.00) dollars in full of all claims or demands arising upon said leases in any manner including all costs, and your Committee therefore, recommend that said offer be accepted and that the Clerk of the District pay said amount in full settlement of said claims and costs upon the voucher of the Attorney, taking such receipts and releases as may be necessary to protect the District in such settlement.

Transmitted herewith is the opinion of the Attorney for filing.

Respectfully submitted,

(Signed) J. P. MALLETT, *Chairman.*
FRANK WENTER,
ALEX. J. JONES,
J. C. BRADEN,
Z. R. CARTER,

Joint Committee on Judiciary and Finance."

(Accompanied by opinion of Attorney.)

REPORT ON CLAIM OF S. G. TAYLOR &
SON FOR MECHANICS' LIEN AGAINST
CONTRACTORS ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to and accompanied by notice of claims of S. G. Taylor & Son for

the sum of \$233.46 for material, against Messrs. Weir, McKechney & Co., contractors on Section F, the report recommending that said claim should be reserved and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice, until said claim is settled or until the further order of the Board, subject, however, to the provisions of the contract between the District and said contractors and any action heretofore or which may be taken by the District thereunder; and the report was read.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 16, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk notice of claim for mechanic's lien for material, against Messrs. Weir, McKechney & Co., contractors on Section F, by Samuel G. Taylor and Samuel G. Taylor, Jr., doing business as S. G. Taylor & Son, for the sums of thirty-four (\$34.00) dollars upon an open account and a note for the sum of one hundred ninety-nine and forty-six one-hundredths (\$199.46) dollars, making a total of two hundred thirty-three and forty-six one hundredths (\$233.46) dollars, and your Committee advise and recommend that said claim should be reserved and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice, until said claim is settled or until the further order of the Board, subject, however, to the provisions of the contract between the District and said contractors and any action heretofore or

which may be taken by the District thereunder.

Respectfully submitted,

(Signed)

J. P. MALLETT,
Chairman.

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary."

Two enclosures.

REPORT IN REFERENCE TO FINAL PAY-
MENTS ON CONTRACTS FOR SEC-
TIONS L AND M.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance in reference to the completion of Sections L and M of the Main Channel, and final payment on the contract for said sections to Charles E. Schlytern, assignee of the Heidenreich Company, contractors on said sections, upon the final certificates by the Chief Engineer, and with reference to the general question surrounding the matter of final payment; the report

being accompanied by certificates of the Chief Engineer in reference to the completion of said sections; and the report was read.

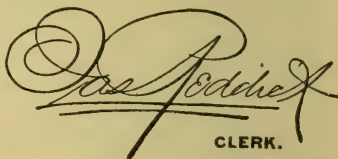
Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

Mr. Jones, seconded by Mr. Smyth, moved as an amendment that action on the report be postponed for one week.

The motion on the amendment prevailed and it was so ordered.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Wenter, the Board then adjourned.



CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

NOVEMBER 25, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and thirty-first regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, November 25, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight members, were present.

MINUTES.

The minutes of the regular meeting held November 18, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Braden.

VOUCHERS:

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

R. Seelig (repairing tapes).....	\$	4 65	
O. W. Moon (rent, Lockport).....		20 00	
			\$ 24 65

CLERICAL DEPARTMENT.

P. F. Pettibone & Co. (stationery).....	\$	4 00	
Wycoff, Seamans & Benedict (rent, typewriter).....		5 65	
James Reddick (postage stamps).....		20 00	
			\$ 29 65

LAW DEPARTMENT.

George Hingston (stenography).....	\$	28 12	
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GENERAL ACCOUNT.

Huston, Ashmead, Wilson Company, Ltd. (tax warrants).....	\$	10 25	
*Chicago Telephone Company (service to January 1, 1897).....		816 31	
			\$ 826 56

POLICE DEPARTMENT.

Standard Oil Company (oil).....	\$	19 41	
Ogden, Sheldon & Co. (lease ground, Hyman Avenue Station, to April 1, 1897).....		50 00	
James Reddick (switching).....		6 00	
			\$ 75 41

PUMPING PLANT—SECTION 3.

McArthur Bros. (repairs on pumps).....	\$	15 98	
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ENGINEERING DEPARTMENT.

**Construction Account—*

Griffiths & McDermott (Section 1, November 16, 1896).....	\$18,256 79	
The Qualey Construction Company (Section 5, November 16, 1896) ..	4,244 63	
Campbell & Dennis (Section 14, November 16, 1896).....	1,395 80	
Wright, Meysenburg, Sinclair & Carry (Section 15, November 16, 1896)	3,090 57	
Heldmaier & Neu (Section A, November 16, 1896).....	15,435 00	
Heldmaier & Neu (Section B, November 16, 1896).....	1,491 87	
Western Dredging and Improvement Company (Section C, Novem- ber 16, 1896).....	3,351 69	
E. D. Smith & Co. (Section D, November 16, 1896).....	4,596 76	
Angus & Gindele (Section E, November 16, 1896).....	4 660 98	
Gahan & Byrne (Section G, November 16, 1896).....	4,945 57	
Hayes Bros. et al. (Section N, November 16, 1896).....	2,274 52	
McMahon & Montgomery Company et al. (Section O, November 16, 1896)	3,910 93	
The Qualey Construction Company (Section 5, extra slide, Novem- ber 16, 1896).....	2,050 00	
		\$69,705 11
Grand total.....		\$70,705 48

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Mr. Kelly, seconded by Mr. Wenter, moved that the vouchers, as read and shown above, be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the

District for the week ending November 21, 1896, which was read and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, November 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending November 21, 1896, as the same have been reported to me:

Engineering department.....	132
Pumping plant.....	20
Clerical department.....	5
Law department.....	6
Police department.....	40
Treasury department.....	1
Telephone operator.....	1
Towpath force	1
Total employes.....	206

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk"

REPORT AND ORDER ON SUSPENSION OF
WORK ON CONTRACT FOR
SECTION F.

The Clerk presented a report from the Chief Engineer in reference to suspension of work on Section F by the contractors, Messrs. Weir, McKechney & Co., setting forth that since the contractors for Section F had been allowed to resume work they had again suspended operations, and that for a period of about two weeks no work had been done, and that the work at the present time was being unnecessarily and unreasonably delayed, and recommending that said contractors be not allowed to do any further work upon this section, inasmuch as six months have already elapsed since said work should have been completed, and also recommending that the Board proceed to advertise the work and place it under contract on account of said contractors, holding them and their bondsmen liable under the terms of their contract; and the report was read.

By unanimous consent, on motion of Mr. Boldenweck, seconded by Mr. Smyth, the report was ordered received, printed, and placed on file.

In the same connection Mr. Bolden-

weck, presented an order directing that the Clerk of the District serve notice upon said contractors, that unless they resume work at once in compliance with their contract within ten days from the time of service of notice, they will be considered as having abandoned the work, and that the District will proceed to have said work completed as provided in said contract, and charge the expense thereof to said contractors, and directing said Clerk to report his service of notice hereunder, and the Chief Engineer to report as to compliance or non-compliance of said contractors herewith to the Board.

Mr. Boldenweck, seconded by Mr. Kelly, then moved the adoption of the order.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN — On October 1st I advised you of the suspension of work on Section F, Messrs. Weir, McKechney & Co., contractors, and recommended that said contractors "be notified by the Clerk to discontinue any further work upon said section and that they be not permitted to perform any more work under their said contract without a further arrangement with, or order of the Board" (page 3539 of Proceedings). This recommendation was adopted by your Honorable Board, and at a later date Messrs. Weir & McKechney were allowed to resume work upon certain assurances made by them. But they have again suspended operations, and for a period of about two weeks no work has been done upon said Section F, and it becomes my duty to certify to you that the work of completing Section F is being unnecessarily and unreasonably delayed by reason of the failure of the said Weir, McKechney & Co. to prosecute the work of excavation as is provided in their contract for performing the same. I therefore advise and recommend that the said contractors, Messrs. Weir, McKechney & Co. be not allowed to do any further work upon this Section F, inasmuch as six months

have already elapsed since the same should have been completed under the terms of the contract; and that you proceed under the abandonment clause of said contract to advertise the work and place it under contract for the account of Weir, McKechney & Co., holding them and their bondsmen therefor according to the terms and conditions of their contract.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE ORDER:

"*Ordered*, That the Clerk of the District be and he hereby is directed to serve notice upon Weir, McKechney & Co., contractors for Section F, that unless they resume work at once under their contract and in compliance therewith within ten days from the time of the service of said notice, they will be considered as having abandoned the work thereunder, and that the District will proceed to have said work completed as provided in said contract and charge the expense thereof to said Weir, McKechney & Co., in accordance with the provisions of said contract, and said Clerk is directed to report his service of notice hereunder, and the Chief Engineer is directed to report as to the compliance or non-compliance of said Weir, McKechney & Co. herewith to the Board."

REPORT IN REFERENCE TO SETTLEMENT
OF CLAIMS AND FINAL PAYMENT ON
CONTRACTS FOR SECTIONS L AND M.

Under the head of "unfinished business," the Clerk presented a report from the Joint Committee on Engineering and Finance, presented and laid over at the meeting held November 18, 1896 (page 3613 of the Proceedings), in reference to the completion of Sections L and M of the Main Channel, and final payment on the contracts for said sections to Chas. E. Schlytern, assignee of the Heidenreich Company, contractors on said sections, and also in reference to the settlement and release of claims represented by W. W. Ross, attorney, claim of James Butler and claim of Chas. Boucher against said contractors, the report setting forth that arrangement has been, or can be, made with the adjoining contractors on Section K for the removal of a small amount of yardage at the westerly end

of Section L, which cannot now be excavated, and recommending that the amounts shown to be due on the final certificates of the Chief Engineer, herewith presented, be paid in 1896 tax levy warrants to Chas. E. Schlytern, assignee, under conditions and stipulations all as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Wenter, moved that the report be adopted, with enclosures printed, the recommendations made in the report concurred in, and the Clerk authorized to pay the amounts shown to be due in the said certificates of the Chief Engineer, under the conditions and stipulations as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 16, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Engineering and Finance beg leave to report to your Honorable Body that they have had under consideration the subject matter of the completion of Sections L and M of the Main Channel, represented to be completed, in connection with the consideration of other sections, and the making of a final payment to Charles E. Schlytern, assignee of the Heidenreich Company, contractors on said Sections L and M, upon final certificates by the Chief Engineer, and with reference to the general questions surrounding the matter of final payment, have considered said sections in the same category as the sections reported upon by your Committee to your meeting of November 11, 1896 (page 3596 of Proceedings), reference to which report is hereby made, and same made a part hereof so far as applicable; and your Committee find that said Sections L and M have been completed and final certificates issued by the Chief Engineer, evidencing final completion; excepting, however, that a comparatively small amount of yardage remains at the westerly end of Section L, at the crossing of the Chicago and Western Indiana Railroad Company, which cannot be excavated until such

time as a bridge is placed under the tracks of said railroad or the same removed from its crossing with the Main Channel; that arrangement has been or can be made by said assignee with the adjoining contractors on Section K to remove this remaining yardage.

Your Committee further find there have been filed against said sections by way of claims, a considerable number of lien claims represented by W. W. Ross, Attorney, also a claim by Charles Boucher, and a like claim by James Butler. Your Committee is advised by the Joint Committee on Judiciary and Finance that a proper order has been entered of record in the County Court of Cook County in the matter of the assignment of The Heidenreich Company, which provides, as to the said claims represented by said attorney, that the same be settled and released at the time of the final payment by the District upon said sections, and consent has been given by said Butler to such final payment, and that said claim of Boucher will be settled by him upon the same terms as the claims represented by said attorney and a release thereof filed.

Your Committee therefore present herewith the final certificates of the Chief Engineer, issued by him to said Charles E. Schlytern, assignee of said Heidenreich Company, upon said Sections L and M for the balances respectively, as follows: \$27,462.36 balance on Section L; \$20,310.68 balance on Section M, and recommend that the several amounts be paid to said Charles E. Schlytern, assignee, as aforesaid, upon the filing of proper releases with the Clerk of all of the claims represented by said W. W. Ross, attorney, and of the claim of Charles Boucher, and upon a proper arrangement, approved by the Chief Engineer and Attorney, made by said assignee with the contractors on the adjoining Section K, for the removal of the remaining yardage at the westerly end of Section L, necessary to the complete excavation of the said section, and upon proper receipts and release by said assignee, as herein provided, being filed with the Clerk. Such payments to be made upon the voucher of the Chief Engineer, in full of reserved percentage, extras and all claims or demands of whatsoever kind and nature arising in any manner upon or from the contract for the excavation of said Sections L and M, or either of them, or in any manner connected therewith or relating thereto, in tax warrants drawn against the tax

levy of 1896, in the usual form, with interest coupons drawing six per cent per annum.

Respectfully submitted,
(Signed) W. M. GOLDENWECK,
Chairman.

FRANK WENTER,
J. C. BRADEN,
Z. R. CARTER,
ALEX. J. JONES.
THOMAS KELLY,
J. P. MALLETT,
T. A. SMYTH,

Joint Committee on Engineering and Finance."

(Two enclosures.)

The following are

THE CERTIFICATES OF THE CHIEF ENGINEER:

Section L—

"CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the Heidenreich Company, contractors for Section L of the Main Channel, and Chas. E. Schlytern, assignee of said company, have completed all of the work covered by their contract for the said section in accordance with the contract, to the full satisfaction of the Chief Engineer, except as to a small volume of material at the west end of Section L, which cannot be now removed on account of the proximity of the Belt Railway of Chicago. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 1,102,980 cu. yds. at 19.7c.	\$ 217,287 06
Total amount earned under contract.	\$ 217,287 06
Total amount paid on account of contract.....	189,824 70
Total amount due and unpaid....	\$ 27,462 36

Respectfully submitted,
(Signed) ISHAM RANDOLPH,
Chief Engineer."

Section M—

"CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that the

Heidenreich Company, contractors for Section M of the Main Channel, and Chas. E. Schlytern, assignee of said company, have completed all of the work covered by their contract for the said section in accordance with the contract to the full satisfaction of the Chief Engineer. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract.

The total amount of work performed by them is as follows:

Glacial drift, 728,180 cu. yds. at 21 7-10c. \$ 153,015 06
Total amount paid on account of con-

tract..... 137,704 38

Total amount due and unpaid...\$ 20,310 68

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT ON NOTICE OF CLAIM OF GARDEN BROS. & SMITH FOR MECHANICS' LIEN AGAINST CONTRACTORS ON SECTIONS 12 AND 13.

Mr. Jones, for the Committee on Judiciary, presented a report with reference to and accompanied by notice of claim of Garden Bros. & Smith, sub-contractors, by E. Meers, their attorney, with reference to their claim against Messrs. Mason, Hoge & Co., contractors on Sections 12 and 13, for material and labor furnished, amounting in the aggregate to \$16,489, presented and referred to that Committee at the meeting held September 2, 1896 (page 3494 of the Proceedings), the report setting forth that in making proposed final settlement with said contractors, said amount should be reserved from the sum to be paid until the said claim is settled or adjudicated, or until the further order of the Board; and the report was read.

Mr. Jones, seconded by Mr. Braden, moved that the report be adopted, printed, with enclosures filed, and the recommendations made in the report concurred in.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Ju-

diciary, to whom was referred the notice of claim for lien of Garden Bros. & Smith against Mason, Hoge & Co., contractors on Sections 12 and 13 of the Main Channel, for the sum total of sixteen thousand four hundred eighty-nine (\$16,489.00) dollars (page 3494 of Proceedings), would respectfully report to your Honorable Body that in making the proposed final settlement with said contractors, said amounts should be reserved from the sums to be paid said contractors until the said claim is settled or is adjudicated, or until the further order of the Board.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) ALEX. J. JONES,
J. C. BRADEN,

Committee on Judiciary "

One enclosure.

REPORT ON CLAIMS OF E. D. SMITH & CO. FOR LIEN AGAINST CONTRACTORS ON SECTIONS 11, 12 AND 13.

Mr. Jones, for the Committee on Judiciary, presented a report with reference to and accompanied by claims of E. D. Smith & Co. against Messrs. Mason, Hoge & Co., contractors on Sections 11, 12 and 13, amounting in the aggregate to the sum of \$3,462.00, the report recommending that in making the final proposed payment with said contractors, said amount be reserved from the sums to be paid said contractors until the said claim is settled or adjudicated, or until the further order of the Board; and the report was read.

Mr. Jones, seconded by Mr. Braden, moved that the report be adopted, printed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been

filed with the Clerk of the District a claim by E. D. Smith & Co. against Mason, Hoge & Co., as contractors on Sections 11, 12 and 13, for the sum of three thousand one hundred (\$3,100.00) dollars, for pumping and other outstanding accounts of three hundred and sixty-two (\$362.00) dollars, making a total of three thousand four hundred sixty-two (\$3,462.00) dollars, and your Committee recommend that in making the proposed final payment with said Mason, Hoge & Co., said amount be reserved from the sums to be paid said contractors until said claim is settled or is adjudicated, or until the further order of the Board.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary."

(One enclosure.)

REPORT IN REFERENCE TO CERTIFICATE
OF TAX SALE OF LAND IN FLAHERTY
TRACT.

Mr. Jones, for the Committee on Judiciary, presented a report with reference to the purchase of a certain certificate of tax sale of an infinitesimal fraction of a certain piece of land in what is known as the Flaherty tract, the report being accompanied by a communication from the Attorney to the Committee in regard to the same, and recommending that it be placed on file without action; and the report was read.

Mr. Jones, seconded by Mr. Braden, moved that the report be adopted, printed and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 23, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been presented, through the Attorney, by H. L. Glos, a certificate of tax sale of the east

¹/₁₀₀₀₀₁ of a certain piece of land belonging to the District, with a request for the purchase of the same, and your Committee are of opinion said certificate constitutes no valid claim against the District, and recommend that the communication of the Attorney be placed on file without action.

Respectfully submitted,

(Signed) ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary.

(One enclosure.)

REPORT ON NOTICE OF CLAIM OF G. H.
WELBOURN FOR MECHANIC'S LIEN
AGAINST CONTRACTORS ON SECTION F.

Mr. Jones, for the Committee on Judiciary, presented a report with reference to and accompanied by notice of claim of Mr. G. H. Welbourn against Messrs. Weir, McKechney & Co., contractors on Section F, for the sum of \$68.81 for labor, the report recommending that said claim be received and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice until said claim is settled or until the further order of the Board, subject to the provisions of the contract and any action heretofore or which may be taken by the District thereunder; and the report was read.

Mr. Jones, seconded by Mr. Braden, moved that the report be adopted, printed, with enclosures filed, and the recommendations made in the report concurred in.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth, and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 23, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk notice of claim for labor against Messrs. Weir, McKechney & Co.,

contractors on Section F, assigned to George H. Welbourn, for the sum of sixty-eight and eighty-one one-hundredths (\$68.81) dollars, and your Committee advise and recommend that said claim should be received and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice, until said claim is settled, or until the further order of the Board, subject, however, to the provisions of the contract between the District and said contractors, and any action heretofore, or which may be taken by the District thereunder.

Respectfully submitted,

(Signed) ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary."

(One enclosure.)

REPORT ON NOTICE OF CLAIM OF DRs.
CONGDON AND CALVIN AGAINST CON-
TRACTORS ON SECTION F.

Mr. Jones, for the Committee on Judiciary, presented a report with reference to, and accompanied by, notice of claim of Drs. Congdon and Calvin, against Messrs. Weir, McKechney & Co., contractors on Section F, for medical attendance, for the sum of \$32.50, the report recommending that said claim should be received and stand together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice, until said claim is settled, or until the further order the Board, subject to the provisions of the contract and any action heretofore or which may be taken by the District thereunder; and the report was read.

Mr. Jones, seconded by Mr. Smyth, moved that the report be adopted, printed, with enclosures filed, and the recommendations made in the report concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result, the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 23, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Ju-

diciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk notice of claim for medical attendance on laborers on Section F, against Messrs. Weir, McKechney & Co., contractors on Section F, by Drs. Congdon & Calvin, for the sum of thirty-two and fifty one-hundredths (\$32.50) dollars, and your Committee advise and recommend that said claim should be received and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice, until said claim is settled or until the further order of the Board, subject, however, to the provisions of the contract between the District and said contractors, and any action heretofore or which may be taken by the District thereunder.

Respectfully submitted,

(Signed) ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary."

(Two enclosures.)

APPOINTMENT OF ASSISTANT ATTORNEY
AT JOLIET.

Mr. Jones, for the Committee on Judiciary, presented a report recommending the appointment of an Assistant Attorney at Joliet by the Board, at a salary not to exceed \$1,500 per year, such Attorney to hold office during the pleasure of the Board, and be subject to the direction of the present Attorneys for Will County and the Attorney of the District; the report being accompanied by a communication from the Attorney of the Board in reference to the matter; and the report and communication were read.

Mr. Jones, seconded by Mr. Braden, moved that the report be adopted, printed, and the recommendations made therein concurred in.

Mr. Boldenweck moved as an amendment that the report be printed in the Proceedings and laid over. (The necessity for a second under the Rules being waived by unanimous consent).

On roll call, on the motion of Mr. Boldenweck to lay over, the vote stood: Yeas—Messrs. Boldenweck and Eckhart—two. Nays—Messrs. Braden, Carter, Jones, Kelly, Smyth and Wenter—six.

Upon which result the President declared the motion to amend lost.

The Chairman then put the original motion of Mr. Jones for the adoption of the report, and on roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried, the report adopted, ordered printed and the recommendations made therein concurred in.

In the same connection, Mr. Jones then presented an order that Howard Snap be appointed Assistant Attorney for Will County at a salary at the rate of \$1,500 per year, in accordance with the recommendations of the report just adopted; and the order was read.

Mr. Jones, seconded by Mr. Braden, moved the adoption of the order.

Mr. Boldenweck moved as an amendment that the order be laid over until the next meeting. (The necessity for a second under the rules being waved by unanimous consent.)

The motion of Mr. Boldenweck to amend being put to a vote was declared lost.

On roll-call, on the original motion of Mr. Jones for the adoption of the order, the vote stood: Yeas—Messrs. Braden, Carter, Jones, Kelly, Smyth and Wenter—six. Nays—Messrs. Boldenweck and Eckhart—two.

Upon which result the President declared the motion carried, and the order adopted.

The following is

THE REPORT:

“CHICAGO, November 25, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report that the Attorney has sent a communication to them advising the appointment of an Assistant Attorney at Joliet, which communication is herewith presented, and your Committee accordingly recommend that such an assistant be appointed by the Board of Trustees, at a salary not to exceed fifteen hundred (\$1,500.00) dollars per year, such Attorney to hold office during the pleasure of the Board, and to be subject to the direction of the

present Attorneys for Will County and the Attorney of the District.

Respectfully submitted,

(Signed)

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary.”

(One enclosure.)

The following is

THE COMMUNICATION OF THE ATTORNEY:

“CHICAGO, November 25, 1896.

To the Honorable, the Committee on Judiciary:

GENTLEMEN—Referring to the work of the Legal Department of the District to be done in Will County, I beg leave to report that the increase of work incident to the securing of the right of way at the lower end of the Channel will entail upon the District the advisability of appointing an Assistant Attorney to be subject to the present Attorneys for Will County, all to be subject to the Law Department at Chicago, and I, therefore, recommend that such an Attorney be appointed by the Board at the pleasure of the Board of Trustees at a suitable salary to fill such position as Assistant.

Respectfully submitted,

(Signed)

W. M. McEWEN,

Attorney.”

The following is

THE ORDER:

“*Ordered*, That Howard Snap be and he hereby is appointed Assistant Attorney for Will County at a salary at the rate of fifteen hundred (\$1,500) dollars per year, in accordance with the recommendation of the report of the Committee on Judiciary of this date in the matter of such appointment.”

ESTABLISHMENT OF LAW OFFICE AT JOLIET.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, regarding the advisability of the District securing a law office at Joliet and recommending that Messrs. Haley & O'Donnell be authorized to secure two well lighted rooms with steam heat, elevator and janitor service, at a rental not to exceed \$16.00 per month, to be subject to the charge and control

of said Attorneys, and to be furnished by the Clerk with suitable furniture at a cost not to exceed \$100, all as set forth in the report, the report being accompanied by a communication from Attorney McEwen to the Committee, transmitting letter received by him from Messrs. Haley & O'Donnell, Attorneys for Will County, in relation to the matter; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, printed, with enclosures filed, the recommendations made in the report concurred in, and that Messrs. Haley & O'Donnell be authorized to rent and the Clerk to furnish such office under conditions as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, November 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance would respectfully report to your Honorable Body that they have received a communication from Messrs. Haley & O'Donnell, Attorneys for Will County, transmitted through the Attorney at Chicago, regarding the advisability of the District securing an office at Joliet for its purposes, and having considered the matter fully your Committee recommend that Messrs. Haley & O'Donnell be authorized to secure, for the purposes of the Sanitary District of Chicago, two well-lighted rooms with steam heat, elevator and janitor service at a rental of not to exceed sixteen (\$16.00) dollars per month, convenient to the present offices of Messrs. Haley & O'Donnell, and to be rented as the offices of the District subject to the charge and control of said Attorneys; the leasing of such rooms to be from month to month, and that the Clerk of the Board be authorized to furnish the same with suitable furniture at a cost not exceeding one hundred (\$100.00) dollars.

Returned herewith are said communications for filing.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

Z. R. CARTER,
Committee on Finance.”

(Two enclosures.)

REPORT ON SETTLEMENT OF CLAIMS FOR EXTRA WORK ON SECTION 3.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance in relation to the report from the Chief Engineer, transmitting four claims and letter of Gilman & Co., contractors on Section 3, for extra work in taking out risings in the bottom after excavation had been completed to grade, preparing foundations for retaining wall, channeling done against protest under instructions from Assistant Engineer, and removing material in excess of determined width of 160 feet; presented and referred to that Committee at the meeting held October 14, 1896, (page 3562 of the Proceedings), the report of the Committee setting forth that, pending consideration of said claims, a settlement has been effected whereby Messrs. Gilman & Co. waive their said claims and render any further action thereon unnecessary, and therefore returning said claim and report of the Chief Engineer for filing; and the report was read.

Mr. Boldenweck, seconded by Mr. Kelly, moved that the report of the Committee be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, November 24, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance, to whom was referred the claim of Messrs Gilman & Co., contractors on Section 3, for extra work on said section, together with the report of the Chief Engineer thereon

(page 3562 of Proceedings), would respectfully report that, pending the consideration of said claims, a settlement has been effected by the District with said Gilman & Co., whereby they waive their said claim, and thereby rendered any further action thereon unnecessary. Your Committee, therefore, return said claim and said report of the Chief Engineer for filing.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES,

Joint Committee on Engineering and Finance."

(Three enclosures.)

REPORT IN REFERENCE TO FINAL PAYMENT FOR COMPLETED PORTION ON CONTRACT FOR SECTION K.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance in reference to the completion of the main portion of Section K of the Main Channel, and final payment on the contract for said completed portion to Messrs. Christie & Lowe, contractors on said section, upon the final certificate by the Chief Engineer and with reference to the general questions surrounding the matter of such payment, the report setting forth that the Committee find said section has been completed and certificate issued by the Chief Engineer, evidencing final completion, with the exception of the remaining yardage at the easterly end of said section, at the crossing of the Chicago and Western Indiana Railroad Company, and that the Committee has ascertained that said contractors are willing to remove said remaining yardage when the District shall give them the right of way necessary to permit such removal; the Committee, therefore, presenting herewith said certificate of the Chief Engineer, issued to said Christie & Lowe for the balance, \$39,718.94, and recommending that said amount be paid to said Christie & Lowe, under conditions and stipulations, as set forth in the report, such payment to be a settlement of such portion of the Channel only, and of the contract in relation thereto as had been excavated, the remaining portion to be excavated to be

subject to the terms and provisions of the original contract; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be adopted, printed, the recommendations made in the report concurred in, and the Clerk authorized to pay the amount shown to be due in said certificate under the conditions and stipulations set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart, Jones, Kelly and Wenter—six. Nays—Messrs. Braden and Smyth—two.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance beg leave to report to your Honorable Body that they have had under consideration the subject matter of the completion of Section K of the Main Channel, represented to be completed with the exception of a comparatively small amount of excavation at the easterly end of said section, under and adjoining the tracks of the Chicago and Western Indiana Railroad Company, in connection with the consideration of other sections and the making of a final payment for completed portion of said section to Christie & Lowe, contractors on said Section K, upon the certificate by the Chief Engineer and with reference to the general questions surrounding the matter of such payment, have considered said section in the same category as the sections reported upon by your Committee to your meeting of November 11, 1896 (page 3596 of Proceedings), reference to which report is hereby made and same made a part hereof as far as applicable; and your Committee find that said portion of Section K has been completed and a final certificate issued therefor by the Chief Engineer, evidencing final completion, with the exception of the remaining yardage at the easterly end of said section at the crossing of the Chicago and Western Indiana Railroad Company, which cannot be excavated until such time as a bridge is placed under the tracks of the said railroad or the same removed from its crossing with the Main Channel, and your Committee

has ascertained that said contractors are willing to remove such remaining yardage at such time as the District shall give them possession of the right of way necessary to permit such removal.

Your Committee therefore present herewith the said certificate of the Chief Engineer, issued by him to said Christie & Lowe upon said Section K for the balance of \$39,718.94, and recommend that said amount be paid to said Christie & Lowe upon said certificate, upon their filing with the Clerk proper receipts and release to the District, such payments to be made upon the voucher of the Chief Engineer in full of reserve percentage, extras, and all claims or demands of whatsoever kind and nature arising in any manner upon or from the contract for the excavation of said Section K, or in any manner connected therewith or relating thereto, in tax warrants drawn against the tax levy of 1896, in the usual form with interest coupons drawing six per cent per annum, such payment to be a settlement of such portion of the Channel only, and of the contract in relation thereto as had been excavated, the remaining portion to be excavated to be subject to the terms and provisions of the original contract for excavation of said Section K.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

FRANK WENTER,

Z. R. CARTER,

ALEX. J. JONES,

THOMAS KELLY,

Joint Committee on Engineering and Finance."

(One enclosure.)

The following is

THE CERTIFICATE OF THE CHIEF ENGINEER:

Section K—

"CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Christie & Lowe, contractors for Sec. K, have completed all of the work covered by their contract for said section in accordance with the contract, save as hereinafter excepted, to the full satisfaction of the Chief Engineer; except that

portion of the said Main Channel within the limits of the right of way of the Belt Railway of Chicago, upon which said right of way they have not been permitted to enter by the Sanitary District within the limit of time covered by the contract, nor have they yet been permitted to enter upon it, therefore these contractors cannot be held as derelict on account of the unfinished work across said right of way. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 1,149,031 cu. yds. at 25c. \$287,257 75

Total amount earned under contract.. \$287,257 75

Total amount paid on account of contract..... 247,538 81

Total amount due and unpaid. \$ 39,718 94

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT ON PROPOSED AGREEMENT FOR PAYMENT OF RESERVE ON SECTION H.

Mr. Boldenweck, Chairman of the Joint Committee on Engineering and Finance, presented a report setting forth that a proposal has been made by Messrs. Gahan & Byrne, contractors for Section H, whereby in consideration of the District paying them the accumulated reserve percentage on said Section, the said contractors when permitted to enter on the right of way of the Atchison, Topeka & Santa Fe Railroad, will remove the material remaining to be excavated on said Section under conditions as set forth in the report, the report also stating that inasmuch as it is impossible to deliver full possession of said Section to said contractors, the proposed arrangement will be of advantage to the District, and recommending that the President and Clerk be authorized and directed to enter into such an agreement on behalf of the District as contained in the resolutions set forth in the report, upon said contractors, securing the consent of the sureties on the bond given with the original contract on said Section H to the execution of said agreement as herein authorized, such agreement to be subject to the certificate of inspection of the Chief Engineer and any order of the Board of Trustees thereon; and the report was read.

Mr. Boldenweck, seconded by Mr. Jones, moved that the report be adopted, printed, the recommendations made therein concurred in, and the President and Clerk authorized and directed to execute a proper agreement under conditions and stipulations as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Eckhart, Jones, Kelly and Wenter—six. Nays—Messrs. Carter and Smyth—two.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, November 23, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully report to your Honorable Body that a proposition has been made by Messrs. Gahan & Byrne, contractors for Section H, whereby, in consideration of the District paying them the accumulated reserved percentage on said section, that said contractors, when permitted to enter on the right of way of the Atchison, Topeka and Santa Fe Railroad, will remove the material remaining to be excavated on said section, and as embodying such proposition, your Committee present the following draft for agreement:

WHEREAS, The contractors for Section H, Gahan & Byrne, have excavated said section to the full prism and to the prescribed grade, from Station 311+50.7 to Station 346; and

WHEREAS, The said contractors have proceeded as far west as it is possible (with the machinery, appliances and methods used by them in executing their work) before encountering the right of way of the Atchison, Topeka and Santa Fe Railroad, upon which right of way they cannot be permitted to enter for a period of several months; and

WHEREAS, It involves a considerable amount of labor and expense to remove the small volume of material which is now accessible to the east of the said right of way; therefore,

It is Agreed, By the said contractors, Gahan & Byrne, that in consideration of their now receiving the twelve and one-half (12½) per cent reserve on the work already performed on said section, be-

tween Station 311+50.7 and Station 346, that the said contractors, when permitted to enter upon the right of way of the said Atchison, Topeka and Santa Fe Railroad, will remove the material within the limits thereof, and all material not excavated from the said Section H, at the date hereof, to the full prism and prescribed grade of the Channel, subject to all the conditions of the existing contract, and at the prices prescribed in said contract; and that they will remove from the Channel the cross dams heretofore erected by them to protect the work from water.

And your Committee advise that inasmuch as it is impossible to deliver full possession of said section to said contractors that the proposed arrangement will be of advantage to the District and accordingly recommend that the President and Clerk be authorized and directed to enter into such an agreement on behalf of the District as contained in said resolution above set out with said contractors upon their securing the consent of the surety on the bond given with the original contract on said Section H to the execution of said agreement as herein authorized, such agreement, however, to be subject to the certificate of inspection of the Chief Engineer and any order of the Board of Trustees thereon.

Respectfully submitted,

(Signed)

WM. BOLDENWECK,
Chairman.

FRANK WENTER,
THOMAS KELLY,
ALEX. J. JONES,
J. C. BRADEN,

Joint Committee on Engineering and Finance.”

CONCURRENT REPORT ON CLAIMS OF GARDEN BROS. & SMITH AND E. D. SMITH & CO. FOR LIEN AGAINST CONTRACTORS ON SECTIONS 11, 12 AND 13.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance with reference to notice of claims of Garden Bros. & Smith against Mason, Hoge & Co., contractors on Sections 11, 12 and 13, for the sum of \$16,489.00, and Messrs. E. D. Smith & Co. against Mason, Hoge & Co., contractors on Sections 11, 12 and 13, for the sum of \$3,462.00, in conformity with the report of the Committee on Judiciary, presented on this date in reference to said claims, and concurring in the recommendations of said report of said Com-

mittee on Judiciary in said matters in reference to said claims, recommending respectively that said amounts be retained as aforesaid until said claims are settled or adjudicated or until the further order of the Board; and the report was read.

Mr. Boldenweck, seconded by Mr. Smyth, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT :

“CHICAGO, November 23, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully report to your Honorable Body that it appearing to the Committee that Garden Bros. & Smith have filed a notice of claim for material and labor against Mason, Hoge & Co., as contractors on Sections 12 and 13 of the Main Channel, for sixteen thousand four hundred eighty-nine (\$16,489) dollars, and that Messrs. E. D. Smith & Co. have likewise filed a notice for claim for lien for pumping and various accounts against said Mason, Hoge & Co. as contractors on Sections 11, 12 and 13 of the Main Channel for the total sum of three thousand four hundred and sixty-two (\$3,462) dollars, your Committee deem it advisable in conformity with the report of the Committee on Judiciary, presented on this date, with reference to said claim of Garden Bros. & Smith, that said sum of sixteen thousand four hundred eighty-nine (\$16,489.00) dollars be retained out of the amounts ordered to be paid to Mason, Hoge & Co. on Sections 12 and 13 in the report of this Committee of November 9, 1896 (page 3596 of Proceedings), and also in conformity with the other report of the Committee on Judiciary, presented on this date, with reference to the said claim of E. D. Smith & Co. that said sum of three thousand four hundred sixty-two (\$3,462.00) dollars be likewise retained out of the amounts ordered paid to Mason, Hoge & Co., on Sections 11, 12 and 13 in said report of November 9, 1896, and your Committee, therefore, concur in the recom-

mendations of said Judiciary Committee reports in said matters in reference to said claims, recommending, respectively, that said amounts be retained, as aforesaid, until said claims are settled or are adjudicated, or until the further order of the Board.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.

FRANK WENTER,

Z. R. CARTER,

T. A. SMYTH,

THOMAS KELLY,

ALEX. J. JONES,

J. C. BRADEN,

Joint Committee on Engineering and Finance.”

CLOSING OF OFFICES OF DISTRICT ON
THANKSGIVING DAY.

Mr. Wenter, seconded by Mr. Boldenweck, moved that the offices of the District be closed on Thursday, November 26, 1896, the same being “Thanksgiving Day,” a legal holiday.

The motion prevailed unanimously and it was so ordered.

AMENDMENT TO RULE 8.

Mr. Jones presented an amendment to Rule 8 of the Rules of the Board of Trustees with reference to the appointment of Committees; which was read, and under the Rules was ordered printed and laid over until the next meeting of the Board.

The following is

THE AMENDMENT :

“*Ordered.* That Rule 8 of the Rules of the Board of Trustees of the Sanitary District of Chicago be and the same is hereby amended so as to read as follows:

8. The following Standing Committees shall be appointed by the President of the Board at the beginning of his term:

A Committee on Finance, consisting of three members.

A Committee on Engineering, which shall comprise all the members of the Board, the Chairman thereof to be designated by the President of the Board of Trustees at the date of the announcement

of the regular Standing Committees of the Board.

A Committee on Judiciary, consisting of three members.

A Committee on Federal Relations, consisting of five members.

A Committee on Health and Public Order, consisting of three members.

A Committee on Rules, consisting of three members, of which the President of the Board shall be Chairman.

A Committee on Labor, consisting of three members."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Kelly, the Board then adjourned.



CLERK.

November 25,]

—3629—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

DECEMBER 2, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and thirty-second regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, December 2, 1896, at 2:00 o'clock P. M.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

MINUTES.

The minutes of the regular meeting held November 25, 1896, were approved as printed, on motion of Mr. Kelly, seconded by Mr. Mallette.

VOUCHERS:

The Clerk presented the following vouchers:

PAY ROLLS.

Eng. Dept—Chief Engineer's Roll, Nov. 30, 1896.....	\$ 1,216 67
Eng. Dept—Division of Construction Roll, Nov. 30, 1896.....	4,775 40
Eng. Dept—Division of Drafting and Designing Roll, Nov. 30, 1896.	2,787 30

Eng. Dept—Division of Records Roll, Nov. 30, 1896.....	\$ 939 00	
Eng. Dept—Special Service Roll, Nov. 30, 1896.....	1,875 00	
Eng. Dept—Special Service Roll, Nov. 30, 1896.....	2,184 80	
Eng. Dept—Discharged Roll, Nov. 30, 1896.....	349 50	
		\$ 13,627 67
Clerical Dept — Clerk's Roll, Nov. 30, 1896.....		908 33
Treasury Dept—Treasurer's Roll, Nov. 30, 1896.....		166 67
Law Dept—Attorney's Roll, Nov. 30, 1896.....	1 065 00	
Law Dept—Joliet Roll, Nov. 30, 1896.....	479 16	
		\$ 1,544 16
General Account—General Roll, Nov. 30, 1896.....	\$ 50 00	
General Account—Towpath Roll, Nov. 30, 1896.....	60 00	
General Account—Trustees' Roll, Nov. 30, 1896.....	2,333 33	
		\$ 2,443 33
Police Department—Marshal's Roll, Nov. 30, 1896.....		3,206 70
Pumping Plants, Sections 3, 4 and 14 Roll, Nov. 30, 1896.....	\$ 1,712 50	
Pumping Plants—Discharged Roll, Nov. 30, 1896.....	22 40	
		\$ 1,734 90
Total		\$ 23,631 76

ENGINEERING DEPARTMENT.

Stromberg, Allen & Co. (stationery).....	\$ 3 50	
P. F. Pettibone & Co. (stationery).....	7 00	
Keuffel & Esser Co. (drafting supplies).....	7 88	
Post, Jacobi & Bruning Co. (drafting supplies).....	17 25	
F. Meyer & Co. (blue printing).....	40 41	
Martin G. Good (photo supplies).....	18 97	
Kandler & Gaertner (repairing instrument).....	4 25	
George W. Adelman (livery).....	9 00	
		\$ 108 26

CLERICAL DEPARTMENT.

Huston, Ashmead, Wilson Company, Ltd. (envelopes).....	\$ 9 00
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GENERAL ACCOUNT.

Chicago Edison Company (electric lighting).....	\$ 69 33	
James Reddick (expense).....	4 72	
		\$ 74 05

PUMPING PLANT—SECTION 3.

W. D. Allen & Co. (belt lacing).....	\$ 3 20	
Sprague & Co. (coal).....	42 94	
*T. C. Loucks & Co. (coal).....	209 25	
		\$ 255 40

PUMPING PLANT—SECTION 14.

Delaney Oil and Grease Company (oil, etc.).....	\$ 31 88	
Dearborn Drug and Chemical Company (boiler compound).....	40 72	
		\$ 72 60

Grand total.....	\$ 24,151 07
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Mr. Mallette, seconded by Mr. Boldenweck, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

REQUISITION.

The Clerk presented the following requisition:

No. 811, Law Department (stationery and supplies for Joliet office) \$29 10

Mr. Boldenweck, seconded by Mr. Kelly, moved that Requisition No. 811, for Law Department, as read and shown above, be allowed.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending November 28, 1896, which was read and, by unanimous consent, was ordered printed and placed on file

The following is

THE REPORT:

“CHICAGO, December 2, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending November 28, 1896, as the same have been reported to me:

Engineering department.....	123
Pumping plant.....	24
Clerical department.....	5
Law department.....	6
Treasury department.....	1
Police department.....	40
Towpath force.....	1
Telephone operator.....	1

Total employes..... 201

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk.”

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of October, 1896, which was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, November 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the reports of the Divisions of Construction and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of October, 1896.

The expenses for the month of October were as follows:

Salaries.....	\$ 16,214 72
Supplies, etc.....	11,096 43
Construction estimates, regular (including final estimates amounting to \$1,-128,874.39).....	1,400,794 09
Construction estimates, collateral.....	10,079 96
Total.....	<u>\$1,438,185 20</u>

I estimate the expenses of this Department for the month of November will be \$240,000.00.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer.”

“CHICAGO, November 18, 1896.

Isam Randolph Esq., Chief Engineer:

DEAR SIR—I herewith submit my report of the work of construction for the month of October together with the accompanying summarized statement showing the condition of the work up to the 1st inst:

The weather was unusually fair for this season of the year. Rain fell on three days only, and the temperature varied from 32 to 76 degrees.

The value of the work done during the month amounted to \$329,964.05, comprising 501,262 cubic yards of excavation (of which 372,811 yards were glacial drift and 128,451 yards solid rock), and 23,701 cubic yards of retaining wall masonry.

Section O—The work on this Section proceeded as during the previous month with the various appliances, resulting in an output of 54,240 cubic yards of excavation. Of this amount 31,374 cubic yards were handled by a steam shovel in 43 shifts, an average of about 730 yards per shift, the material being loaded on flat cars averaging about 8.6 yards per car, and hauled over the Illinois Central Railroad to the Lake Front. Fifteen thousand six hundred and sixty-five yards were loaded on small Peteler cars by manual labor, averaging about 20.7 yards per shoveler per day, and the balance by wheel scrapers and brick yard forces.

Section N—The forces employed on this section were about the same as in the preceding month, with the addition of a shovel and wagon force. The latter moved 7,950 cubic yards, averaging about 17 cubic yards to the shoveler. The wheel scrapers handled 969 yards of estimated material, besides doing a considerable clearing up after the steam shovel, and other work that will appear in the next estimate.

The Osgood steam shovel and incline were employed 15 shifts in excavating 11,554 cubic yards, an average of 770 yards per shift, and making the total estimated output for the month 20,473 cubic yards.

Sections M and L are completed.

Sections K and I—Work was continued with a wheel scraper force on Section K, removing the slides and trimming the slopes, until October 27th, when these sections were finished and most of the plant gathered together and removed.

Section H—After having removed the water from the pit, referred to in my last report, the steam shovel and incline plant resumed operation October 5th, working day and night shifts until the 16th, when it cut through into the pit of the Mason & Hoover conveyor. The balance of the month was spent in moving this plant around the Mason & Hoover conveyor, which was attended with considerable difficulty, and had not been gotten in place ready for operation at the end of the month. Owing to these circumstances, the monthly output was small, amounting to only 13,337 cubic yards, of which 10,748 yards were handled by the steam shovel and incline in 13 shifts, an average of 827 yards per shift, and the balance—2,589 yards—were taken out by a force of men and teams.

Section G—A wheel scraper force was employed at the west end of the section during the whole month, depositing the material excavated on the north side of the Channel, in order to relieve the waste area of the steam shovel on the opposite side from being overburdened. The estimated quantities moved by this force were 4,975 cubic yards. A force of men and teams with wheelbarrows and scrapers was also employed in trimming up the bottom and slopes of that part of the Channel previously excavated, the quantity thus moved amounting to 8,103 cubic yards.

The steam shovel and incline was engaged 28 shifts, yielding an output of 19,379 cubic yards, an average of 692 yards per shift, and making the total quantity for the month 32,458 cubic yards.

Section F—The steam shovel and conveyor at the west end of the section resumed work October 9th, continuing with day and night shifts until the 18th, when the full width cross section of the channel was reached, and operations were suspended for the purpose of moving the conveyor back about 200 feet further from the channel, to make room for a second shovel cut required on this part of the work.

The steam shovel and conveyor at the east end of the section resumed operations October 13th and continued to the end of the month with day shifts only. The total monthly output of both plants was 10,162 cubic yards in 25½ shifts, an average of nearly 400 yards per shift.

Section E—The rebuilding of the steel incline mentioned in the preceding report was completed and its operation resumed on October 14th. The two steam shovels and inclines were employed 52½ shifts in excavating 30,345 cubic yards, an average of 573 yards per shift. On October 19th their engine house, containing their blacksmith and machine shops, near the Calumet Terminal Railway, were destroyed by fire.

Section D—2,586 cubic yards of glacial drift were taken out with small dump cars that were loaded by manual labor. This method was abandoned October 27th, and the balance of the glacial drift will be handled by the cableway. The latter moved 2,302 cubic yards of glacial drift and 10,845 cubic yards of solid rock in 28 shifts, an average of about 470 yards per shift. The total monthly output was 4,808 yards of glacial drift and 10,845 yards of solid rock.

Section C—The same plant, consisting of three steam shovels, two of which are attended by locomotives and cars, and one by an incline hoist, continued operations on this section. They were engaged 85 shifts in excavating 35,800 cubic yards, an average of 421 yards per shift.

Section B—There were moved on this section during the month 12,700 cubic yards of glacial drift by a steam shovel in 21½ shifts, an average of 591 yards per shift, and about 700 cubic yards by shovelers; 9,600 cubic yards were also allowed on former under estimates, making the total allowance 23,000 cubic yards. There were also 1,400 cubic yards of solid rock excavated.

Section A—Seven steam shovels were employed on this section during the month, yielding an output of 117,000 cubic yards; 400 yards were also taken out by team force, making the total monthly estimate 117,400 cubic yards.

The work of the steam shovels is shown in the following table:

Shovel.	Number Shifts.	No. Cubic Yards.	Average per shift.	Method of Handling.
No. 48	22½	14,800	658	Incline Hoist.
No. 59	23½	20,300	864	Incline Hoist.
No. 140	17	6,700	394	Incline Hoist.
No. 61	35½	5,400	152	Incline Hoist.
No. 1	43	33,000	767	Gould's Conveyor.
No. 2	42	23,000	548	Gould's Conveyor.
Dredge	44	13,800	314	Deposited in revetment.
Total,	227½	117,000	514	

Section 1. The monthly estimate for this section gives 10,200 cubic yards of glacial drift, 17,600 cubic yards of solid rock, and 6,900 cubic yards of retaining wall masonry. The glacial drift was moved by a steam shovel in 22½ shifts, averaging 453 yards per shift; 6,900 cubic yards of solid rock were taken out by quarry forces and the balance, 10,700 yards, by cantilevers in 27½ shifts, an average of about 390 yards per shift.

There were employed on the masonry 6 setting derricks 65½ shifts, an average of a little over 105 cubic yards per shift.

Section 2 continued cleaning up the bottom of the section, employing 3 cableways 67 shifts, an average of 140 yards per shift for the 9,400 cubic yards taken out.

Section 3 is completed.

Section 4—Two cableways and a steam hoist excavated 15,000 cubic yards of

solid rock on this section, but as the work was scattering and cleaning up the bottom, no accurate or reliable averages could be kept.

Section 5 returns a monthly estimate of 18,400 cubic yards of excavation, of which 1,000 yards were glacial drift, and 17,400 yards solid rock. There were also 3,780 cubic yards of retaining wall masonry laid.

Verified Final Estimates give additions to the quantities heretofore allowed upon the following sections:

	Cubic Yards Glacial Drift.	Cubic Yards Solid Rock.	Cubic Yards Masonry.
Sec. 6....	3,695	8,855	1,861.7
Sec. 7....	421	5,041	379.9
Sec. 8....	570	4,430	.....
Sec. 9 ...	23	558	.....
Sec. 10....	.....	699	.....
Sec. 11... 67	.....	446	.5
Sec. 12....	.....	1,292	.....
Sec. 13....	.....	300	.....
Sec. 14... 4,065	.....	225	.....

Section 14, Retaining Walls, returns an estimate for 300 cubic yards of foundation excavation, and 3,800 cubic yards of concrete retaining wall masonry.

Section 15—The monthly estimate on this section gives 34,564 cubic yards of solid rock excavation, and 6,400 cubic yards of concrete retaining wall masonry, which nearly completed the section.

Respectfully submitted,
(Signed) U. W. WESTON,
Supt. of Construction."

"CHICAGO, November 12, 1896.

Isam Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of October was as follows:

The work on Regulating Work and Tail Race was continued. The construction of the Sluice Gates has progressed rapidly and few rejections have been made. Considerable time has been given to investigation of the merits of the different Joliet projects.

The North Branch Survey was completed up to North Fifty-ninth street. Field plats were finished up to Addison street. Discharge measurements were made of the Illinois and Michigan Canal at Kedzie avenue. Some time was given to the Plainfield cutoff survey.

Designs for the two bridges at Lemont and for bridge across the River Diver-

sion at Le Moyne were completed. Work was continued on design for Western Avenue Bridge and design for bridge across Main Channel at Le Moyne was commenced.

Some time was given to hydraulic data pertaining to the Chicago, Des-plaines and Illinois Rivers and to Lake Michigan.

The testing of cement for use in the Retaining Walls and Regulating Works was continued as was also the work of preparing Record Photographs and maintenance of water gauges. Miscellaneous work was done pertaining to plans for improving the South Branch, inspection of Main Channel and improvement of Stock Yards Slip.

The regular platting was continued on the following maps: The watershed map of Chicago and vicinity; the two contour

maps between Lemont and Joliet, and the 200-foot scale map of the Chicago River.

Some work was done on a 400-foot scale map of Joliet and vicinity, and Sheets 6 and 7 of the North Branch of the Chicago River.

The following drawings were made: A colored map of the Sanitary District for the Law Department; tracings of details Bear Trap Dam; tracings of Sheets 6 and 7 of the North Branch of the Chicago River, and right of way maps of the Joliet projects.

The expenses for November will be approximately the same as for October.

Respectfully submitted,

(Signed) THOS. T. JOHNSTON,
Assistant Chief Engineer."

SANITARY DISTRICT OF CHICAGO — ENGINEERING DEPARTMENT.

CLASSIFIED STATEMENT OF EXPENDITURES DURING THE MONTH OF OCTOBER, 1896.

	Eng. Expenses.		Construction.		Total for Month.	
	Salaries.	Supplies. Etc.	Regular.	Extra.	Eng. Expenses	Construction
Maps and Plans for General Use of Sanitary District.....	\$ 307 05	\$ 6 47	.....	.....	\$ 373 52	.....
Chicago River Survey.....	1,119 45	383 73	.....	.....	1,503 18	.....
Flood Measurements.....	171 50	50 80	.....	.....	221 80	.....
Disposal Works at Lockport.....	202 00	281 34	\$ 59,508 79	.....	543 34	\$ 59,508 79
Regular Construction.....	11,066 57	403 48	1,341,285 30	.....	11,470 05	1,341,285 30
Extra Work—Main Channel.....	.....	.....	.....	\$ 5,268 47	.....	5,268 47
A., T. & S. Fe R. R. Co.'s Temporary Bridge over Desplaines River, Sec. 8.....	218 60	.....	.....	.....	218 60	.....
A., T. & S. Fe R. R. Co.'s Temporary Bridge over Main Channel, Sec. 8.....	165 00	.....	.....	.....	165 00	.....
A., T. & S. Fe R. R. Co.'s Bridge over Desplaines River, Sec. F.....	175 00	.....	.....	.....	175 00	.....
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. G.....	75 00	.....	.....	.....	75 00	.....
A., T. & S. Fe R. R. Co.'s Bridge over Main Channel, Sec. O.....	.....	.....	.....	260 33	.....	260 33
Western Ave. Permanent Bridge over Main Channel, Sec. O.....	200 00	29	.....	.....	200 29	.....
Pan Handle R. R. Co.'s Bridge over Main Channel, Sec. O.....	.....	258 00	.....	4,098 65	258 00	4,098 65
Rebuilding Romeo Highway, Sec. 12.....	.....	2 14	.....	522 51	.....	522 51
Mortar, Sand and Cement Tests.....	963 00	83 14	.....	.....	1,046 14	.....
Photographs of Works.....	125 00	11 38	.....	.....	136 38	.....
Pumping Plant Account.....	1,306 55	9,616 16	.....	.....	10,922 71	.....
Totals.....	\$16,214 72	\$11,096 43	1,400,794 09	\$10,079 90	\$27,311 15	\$1,410,874 05

CLASSIFICATION.

STATEMENT SHOWING CONDITION OF WORK

CONTRACTORS.

Done, as Per Vouchers, to Oct. 31st.

MAIN CHANNEL.

Sections.

		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.....	\$1,014,230	.....	.....
N	Hayes Bros. et al.....	290,198	.....	.....
M	The Heidenreich Co.....	728,180	.....	.....
L	The Heidenreich Co.....	1,101,231	.....	.....
K	Christie & Lowe.....	1,131,606	.....	.....
J	Christie & Lowe.....	1,159,384	.....	.....
H	Gahan & Byrne.....	910,501	.....	.....
G	Gahan & Byrne.....	1,228,114	.....	.....
F	Weir, McKechney & Co.....	893,016	.....	.....
E	Angus & Gindele.....	1,293,434	.....	.....
D	E. D. Smith & Co.....	1,885,644	35,751	.....
C	Western Dredging and Improvement Company.....	1,694,763	.....	.....
B	Heldmaier & Neu.....	1,537,514	2,000	.....
A	Heldmaier & Neu.....	2,006,675	674	.....
1	Griffiths & McDermott.....	1,137,266	341,100	40,170
2	McArthur Bros.....	721,600	476,300	38,380
3	Gilman & Co.....	425,705	760,778	14,039
4	McArthur Bros.....	1,096,200	259,500	68,050
5	Qualey Construction Company.....	912,000	336,800	53,550
6	Mason, Hoge & Co.....	683,248	549,355	30,361.7
7	Mason, Hoge & Co.....	181,721	890,939	6,179.9
8	Mason, Hoge, King & Co.....	50,170	1,141,131	2,874.9
9	Halvorson, Richards & Co.....	76,692	1,003,769	.....
10	E. D. Smith & Co.....	31,743	1,141,890	.....
11	Mason, Hoge & Co.....	44,021	989,711	.....
12	Mason, Hoge & Co.....	44,030	998,709	9,286.94
13	Mason, Hoge & Co.....	33,810	1,093,665	10,838
14	{ Smith & Eastman.....	380,165	1,016,425	.....
	{ Campbell & Dennis.....	.....	4,700	13,260
15	{ Wright, Meysenburg, Sinclair & Carry.....	32,100	636,834	44,640
	{ Christie & Lowe.....	.....	1,238	.....
	Totals.....	\$22,724,361	11,621,269	331,630.44

Cubic Yards.

Main Channel, glacial drift.....	\$22,724,361
Main Channel, solid rock.....	11,621,269
River Diversion, glacial drift.....	1,155,907
River Diversion, solid rock.....	228,918
Retaining wall.....	331,630.44

Total estimated value of regular contracts October 31, 1896.....	\$18,526 680 40
Total value of work done to October 31, 1896, inclusive, as per vouchers.....	17,046,594 69

Total value of work remaining to be vouchered October 31, 1896..... \$ 1,480,085 71

ON REGULAR CONTRACTS OCTOBER 31, 1896.

CUBIC YARDS.					Per cent of Main Chan- nel Excavation Com- pleted.	VALUES.			
1896, Inclusive.		Estimated Remaining to be Done.				Work Done in Oct., 1896, as per Vouchers.	Total Work Done to Oct. 31, 1896, Inclusive, as per Vouchers.	Estimated Work Remaining to be Vouchered.	
RIVER DIVERSION.		MAIN CHANNEL.							
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.					
		\$634,515			59.98	\$ 11,390 40	\$ 211,838 65	\$ 132,945 70	
		823,645			26.05	4,708 79	66,745 54	189,438 35	
		5,908			100.	638 63	158,015 06		
		31,553			99.47		216,942 51	1,163 88	
					97.20	1,464 50	232,901 50	7,888 25	
					100.	721 00	289,846 00		
		166,598			84.53	3,867 73	264,045 29	48,313 42	
		135,627			90.05	9,088 24	343,871 92	37,975 56	
158,234		195,101	16,724		80.83	2,927 29	272,023 45	72,915 92	
95,718		522,264	78,765		68.27	7,957 17	377,895 45	196,139 17	
		28,524	64,249		95.39	11,323 89	531,586 81	66,971 35	
162,537		192,618			89.79	8,413 00	436,465 50	48,418 00	
212,486		26,714	10,600		97.63	7,540 00	474,400 00	17,282 78	
128,425		570,483	3,514		77.76	35,953 75	*654,229 88	177,506 31	
5,876		118,508	222,441	14,225	81.26	38,465 80	859,965 86	270,816 23	
29,516			1,000	200	99.92	9,130 00	877,905 98	1,500 00	
					100.	499 23	840,952 93		
			1,000	50	99.93	12,000 00	972,222 54	975 00	
		1,900	42,800		96.54	25,384 00	694,333 50	31,722 00	
118,647					100.	13,556 60	717,758 10		
97,917	43,103				100.	5,049 27	779,310 69		
57,902	99,399				100.	3,459 63	964,738 33		
40,763	16,873				100.	427 39	815,412 00		
30,313	58,276				100.	559 20	975,646 80		
5,834	11,268				100.	373 73	808,357 00		
11,739					100.	1,025 66	840,819 20		
					100.	224 25	819,388 19		
					100.	1,140 29	852,122 29		
			3,700	10,240	100.	10,988 00	47,372 40	33,509 60	
			10,194	171	98.50	42,152 76	535,233 62	23,851 94	
						59,533 85	64,247 75	120,752 25	
1,155,907	228,918	\$3,453,908	454,987	24,886	89.57	\$329,964 05	\$17,046,594 69	\$1,480,085 71	

Total value of regular contract work done to Oct. 31, 1896, inclusive, as per vouchers.. *\$17,046,594 69

Total value of collateral contract work done to Oct. 31, 1896, inclusive, as per vouchers 728,610 62

Total value of all construction work done to Oct. 31, 1896..... \$17,775,205 31

Reserved percentages, regular contracts..... \$1,017,489 85

Current estimates, regular contracts..... 1,303,153 39

Reserved and current collateral work..... 13,550 55

2,334,143 79

Total paid for construction work Oct. 31, 1896..... \$15,441,061 52

*Overhaul to Section 1 not included.

†Overhaul to Section 1 included.

‡Including 104,514 cubic yards Collateral Channel.

§Including 27,495 cubic yards Collateral Channel.

MONTHLY REPORT FROM TREASURY DEPARTMENT.

The Clerk presented a report from the Treasury Department for the month of November, 1896, which was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"Balance on hand at date of last report.....	\$ 244,681.46
Received from the following sources:	
Sanitary District tax account, County Treasurer.....	\$ 475,000.00
James Reddick, Clerk, account Eng. Dept. Express charges paid for Campbell, Dennis & Co.....	4.44
National Bank of Illinois, interest for November.....	85.48
Chicago National Bank, interest for November.....	80.98
Ft. Dearborn National Bank, interest for November.....	80.82
Metropolitan National Bank, interest for November.....	86.24
Globe National Bank, interest for November.....	131.52
Garden City Banking & Trust Company, interest for November.....	77.
Total cash received for month.....	475,546.74
	\$ 720,228.20
Total cash disbursed during month as per annexed schedules, viz:	
Clerical Department....	\$ 917.58
Treasury Department..	166.67
Engineering Department.	15,850.48
Bond interest and Premium Account—	
Bonds.....	\$100,000.00
Interest.....	42,500.00
	142,500.00
Police Department.....	3,645.37
Law Department.....	1,751.75
Law Department—Land Account.....	51.00
General Account.....	4,429.58
Pumping plant—Sec. 3..	780.97
Pumping plant—Sec. 14.	623.57
	\$ 170,716.97
Balance this date, in banks as per schedule endorsed hereon.....	* \$ 549,511.23

*Of the \$549,511.23 on hand, \$26,-

807.38 is the balance of the appropriation of \$200,000.00 made by ordinance of July 8, 1896, for the payment of District bonds and interest, leaving the net available cash balance this date..... \$522,703.85

(Signed) MELVILLE E. STONE,
Treasurer.

CHICAGO, November 30, 1896."

SCHEDULE:

National Bank of Illinois.....	\$ 86,462.61
Chicago National Bank.....	85,138.08
Fort Dearborn National Bank.....	85,622.08
Metropolitan National Bank.....	88,359.95
Globe National Bank.....	120,924.72
Garden City Banking and Trust Company.....	83,003.79
Total.....	\$549,511.23

REPORT ON NOTICE TO CONTRACTORS ON SECTION F AS TO RESUMPTION OF WORK.

The Clerk presented a report with reference to and accompanied by copy of notice served on Messrs. Weir, McKechney & Company, contractors on Section F, November 25, 1896, pursuant to an order passed by the Board at the meeting held November 25, 1896, (page 3616 of the proceedings), setting forth that in accordance with such order, due notice had been served upon Weir, McKechney & Company, calling attention to the condition contained in the order aforesaid, and that as directed, the Chief Engineer had been advised that he is directed to report compliance or non-compliance of said Weir, McKechney & Company within ten days from the service of said notice; the report being also accompanied by copy of original order passed by the Board, and affidavit of service of notice; and the report was read.

On motion of Mr. Boldenweck, seconded by Mr. Carter, the report was, by unanimous consent, ordered received, printed, and placed on file.

The following is

THE REPORT:

"CHICAGO, December 2, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Pursuant to an order passed by your Honorable Body at the meeting held November 25, 1896 (page 3616 of the Proceedings), I beg leave to report that on November 25, 1896, I

served upon Weir, McKechney & Co. a copy of said order, together with an official notice, a copy of which is herewith attached and made a part of this report, calling attention to the conditions contained in the order aforesaid, by delivering the same to John McKechney. I have also notified the Chief Engineer of the service of said notice, and that in conformity with the action of your Honorable Body in the premises, he is directed to report as to the compliance or non-compliance of said Weir, McKechney & Co. at the expiration of ten days from said November 25, 1896.

Respectfully yours,

(Signed) JAS. REDDICK,

Clerk."

(Three enclosures.)

The following is a copy of

THE OFFICIAL NOTICE:

"CHICAGO, November 25, 1896,

To Messrs. Weir, McKechney & Co.:

GENTLEMEN—You are hereby notified, in accordance with the direction of the Board of Trustees, contained in an order of this date passed by them, a copy of which is hereto attached, that unless you resume work at once under your contract with the Sanitary District of Chicago, for the excavation of Section F of the Main Channel of said District, and in compliance therewith, within ten days from the time of the service of this notice, you will be considered as having abandoned the work thereunder, and that the District will proceed to have said work completed, as provided in said contract, and charge the expense thereof to you, the said Weir, McKechney & Co., in accordance with the provisions of said contract and of notice hereunder.

Respectfully yours,

(Signed) JAS. REDDICK,

Clerk of the Sanitary District of Chicago."

AMENDMENT TO RULE 8.

Under the head of "unfinished business," the Clerk presented and again read the amendment to Rule 8 of the Rules of the Board of Trustees, ordered printed and laid over at the meeting held November 25, 1896 (page 3627 of the Proceedings), providing that the Committee on Engineering shall comprise all the members of the Board, the chairman

thereof to be designated by the President at the date of the announcement of the regular standing committees of the Board.

Mr. Jones, seconded by Mr. Braden, moved the adoption of the amendment.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried and the amendment adopted.

The following is

RULE 8, AS AMENDED:

"8. The following Standing Committees shall be appointed by the President of the Board at the beginning of his term:

A Committee on Finance, consisting of three members.

A Committee on Engineering, which shall comprise all the members of the Board, the Chairman thereof to be designated by the President of the Board of Trustees at the date of the announcement of the regular Standing Committees of the Board.

A Committee on Judiciary, consisting of three members.

A Committee on Federal Relations, consisting of five members.

A Committee on Health and Public Order, consisting of three members.

A Committee on Rules, consisting of three members, of which the President of the Board shall be Chairman.

A Committee on Labor, consisting of three members."

REPORT ON CLAIMS OF H. REGENSBURG & SON AND E. D. SMITH & CO. FOR MECHANICS' LIEN AGAINST CONTRACTORS ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to and accompanied by notice of claim of H. Regensburg & Son for \$35.49 and E. D. Smith & Co. for \$43.92, for labor and material, against Messrs. Weir, McKechney & Co., contractors on Section F, the report recommending that said claims should be received and stand together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice, until

said claim is settled, or until the further order of the Board, subject to the provisions of the contract and any action heretofore or which may be taken by the District thereunder; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 30, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk notices of claims for mechanics' liens for labor and material against Messrs. Weir, McKechney & Co., contractors on Section F, by persons, for the amounts, respectively, as follows, that is to say:

H. Regensburg & Son	\$35 49
E. D. Smith & Co.	43 92

and your committee advise and recommend that said claims should be received and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notices, until said claims are settled or until the further order of the Board, subject, however, to the provisions of the contract between the District and said contractors, and any action heretofore or which may be taken by the District thereunder.

Returned herewith are said claims for filing.

Respectfully submitted,

(Signed) J. P. MALLETTE,
Chairman.

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary."

(Two enclosures.)

REPORT IN REFERENCE TO FINAL PAYMENT ON CONTRACTS FOR SECTIONS 6 AND 7.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, with reference to, and accompanied by certificates of the Chief Engineer, in reference to the completion of Sections 6 and 7 of the Main Channel, and final payment on the contracts for said sections; the report setting forth that the Committee find that said Sections 6 and 7 have been completed and final certificates issued by the Chief Engineer, excepting that a dam at the line between said sections should be removed, which said contractors are willing to remove, and recommending that the amounts shown to be due on the final certificates of the Chief Engineer, herewith presented, be paid to Mason, Hoge & Company, contractors for said sections, in 1896 tax levy warrants, under conditions and stipulations as set forth in the report; and the report was read.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted, printed, the recommendations made in the report concurred in, and the Clerk authorized to pay the amounts shown to be due in the said certificates of the Chief Engineer, under conditions and stipulations as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result, the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, November 30, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance beg leave to report to your Honorable Body that they have had under consideration the subject matter of the completion of Sections 6 and 7 of the Main Channel, represented to be completed, in connection with the consideration of other sections, and the making of a final payment to Mason, Hoge & Co., contractors on said Sections 6 and 7, upon final certificates by the Chief Engineer, and with reference to the general questions surrounding the matter of final payment, have con-

sidered said sections in the same category as the sections reported upon by your Committee to your meeting of November 11, 1896 (page 3596 of Proceedings) reference to which report is hereby made, and same made a part hereof as far as applicable; and your Committee find that said Sections 6 and 7 have been completed and final certificates issued by the Chief Engineer, evidencing final completion; excepting, however, that a dam at the line between said sections should be removed, and which said contractors are willing to remove.

Your Committee therefore present herewith said final certificates of the Chief Engineer issued by him to said Mason, Hoge & Co., contractors upon said Sections 6 and 7, for the balances respectively, as follows; \$100,919.04, balance on Section 6; \$101,831.95, balance on Section 7, and recommend that the several amounts be paid to said Mason, Hoge & Co. upon their removal of said dam or giving proper assurances to the Chief Engineer of such removal by them, and upon proper receipts and releases being filed with the Clerk. Such payments to be made upon the voucher of the Chief Engineer in full of reserve percentage, extras and all claims or demands of whatsoever kind and nature arising in any manner upon or from the contracts for the excavation of said Sections 6 and 7 or either of them, or in any manner connected therewith or relating thereto, in tax warrants drawn against the tax levy of 1896, in the usual form with interest coupons drawing six per cent per annum.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
FRANK WENTER,
J. P. MALLETTE,
Z. R. CARTER,
THOMAS KELLY,
ALEX. J. JONES.
J. C. BRADEN,
T. A. SMYTH,

Joint Committee on Engineering and Finance.

(Two enclosures.)

The following are

THE CERTIFICATES OF THE CHIEF ENGINEER:

Section 6 —

"CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that

Mason Hoge & Co., contractors for Section 6 of the Main Channel, taken by them on assignment from Agnew & Co., the original contractors, have completed all of the work covered by their contract for said section in accordance with the contract and within the time to which the date of completion was extended by your Honorable Board (see Proceedings November 27, 1895, page 2963), to the full satisfaction of the Chief Engineer. This certificate is subject to any unaccrued or unmaturred liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 777,795 cu. yds. at 27c...	\$210,004 65
Solid rock, 549,355 cu. yds. at 73½c....	403,775 93
Retaining wall, 30,361.7 cu. yds at \$3.25	98,675 52

Total amount earned under contract.....	\$ 712,456 10
Total amount paid on account of contract.....	611,537 06

Total amount due and unpaid....	\$ 100,919 04
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Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

Section 7 —

"CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Mason, Hoge & Co., contractors for Section 7 of the Main Channel, taken by them on assignment from Agnew & Co., the original contractors, have completed all of the work covered by their contract for said section in accordance with the contract and with the several orders of your Honorable Board relating to said section, to the full satisfaction of the Chief Engineer. This certificate is subject to any unaccrued or unmaturred liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 279,638 cu. yds. at 26c....	\$ 72,705 88
Solid rock, 934,041 cu. yds. at 73½c....	686,520 14
Masonry, retaining wall, 6,179.9 cu. yds. at \$3.25.....	20,084 67

Total amount earned under contract.....	\$ 779,310 69
Total amount paid on account of contract.....	677,478 74

Total amount due and unpaid....	\$ 101,831 95
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Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

REPORT IN REFERENCE TO PAYMENT OF
RESERVE AND TRANSMITTING SUPPLE-
MENTAL AGREEMENT FOR COMPLETION
OF SECTION H.

Mr. Boldenweck, Chairman, presented a report from the Joint Committee on Engineering and Finance, in reference to the completion of the main portion of Section H, and final payment on the contract for said completed portion, to Messrs. Gahan & Byrne, contractors on said section, upon the certificate of the Chief Engineer, the report setting forth that the Committee find that said section has been completed and a certificate issued therefor by the Chief Engineer, with the exception of the remaining yardage at the end of said section at the crossing of the Atchison, Topeka & Santa Fe Railroad Company, which cannot now be excavated, the report setting forth that a contract for the excavation of the remaining portion of said section has been executed by said contractors and by the President and Clerk on behalf of the District, and duly assented to by the surety on the bond of said contractors, duplicate copies of said contract being herewith presented, the Committee recommending that the amount shown to be due upon the certificate of the Engineer, also presented herewith, be paid in 1896 tax levy warrants upon their filing with the Clerk proper receipts to the District under conditions and stipulations as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Mallette, moved that the report and accompanying agreement be adopted. printed, the recommendations made in the report concurred in, the Clerk authorized to pay the amount shown to be due in the certificate of the Chief Engineer under conditions and stipulations as set forth in the report, and the action of the President and Clerk in executing the supplemental contract confirmed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—Messrs. Carter and Eckhart—two.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, November 30, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee

on Engineering and Finance beg leave to report to your Honorable Body that they have had under consideration the subject matter of the completion of Section H of the Main Channel, represented to be completed with the exception of a small amount of excavation under and adjoining the right of way of the Atchison, Topeka & Santa Fe Railroad, in connection with the consideration of other sections, and the making of a final payment for the completed portion of said section to Gahan & Byrne, contractors on said Section H, upon the certificate by the Chief Engineer; and with reference to the general questions surrounding the matter of such payment, have considered the section in the same category as the sections reported upon by your Committee to your meeting of November 11, 1896 (page 3596 of Proceedings), reference to which report is hereby made and same made a part hereof, as far as applicable; and your Committee find that said portion of Section H has been completed and a certificate issued therefor by the Chief Engineer, evidencing final completion, with the exception of the remaining yardage at the end of said section at the crossing of the Atchison, Topeka & Santa Fe Railroad Company, which cannot be excavated until such time as a bridge is placed under the tracks of the said railroad at its crossing with the Main Channel, and your Committee report that pursuant to the authority and direction of your Honorable Body, contained in the recommendation of the report of this committee at your meeting of November 25, 1896 (page 3626 of Proceedings), with reference to an agreement between the District and said contractors for the excavation of the remaining portion of said section, when complete possession thereof shall be given by the District, a contract has been executed by said contractors and by the President and Clerk on behalf of the District, in accordance with the report of this Committee adopted at said meeting, which contract was duly assented to by the surety on the bond of said contractors, and duplicate copies of which contract, with consent, are herewith returned, one for filing with the Clerk and one to be delivered to said contractors.

Your Committee, therefore, present herewith the said certificate of the Chief Engineer, issued by him to said Gahan & Byrne upon said Section H for the balance of \$33,941.64, and recommend that said amount be paid to said Gahan & Byrne upon said certificate, upon their filing with the Clerk proper receipts to

the District, such payments to be made upon the voucher of the Chief Engineer in full of reserved percentage, in tax-warrants drawn against the tax levy of 1896, in the usual form, with interest coupons drawing six per cent per annum, such payment to be a settlement of such portion of the Channel only, and of the contract in relation thereto, as has been completed, the remaining portion to be excavated to be subject to the terms and provisions of the original contract for excavation of said Section H and of said supplemental contract herewith returned.

Respectfully submitted,

(Signed) WM. BOLDENWECK,
Chairman.
 FRANK WENTER,
 J. P. MALLETT,
 THOMAS KELLY,
 ALEX. J. JONES,
 J. C. BRADEN,
 T. A. SMYTH.

Joint Committee on Engineering and Finance."

(Accompanied by contract in duplicate, certificates of Chief Engineer, and consent of surety.)

The following is

THE CERTIFICATE OF THE CHIEF ENGINEER:

"CHICAGO, Nov. 30, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEEN — Acting in conformity with the order passed by you on the 25th inst., relating to a contract between this District and Gahan & Byrne, contractors for Section H, covering the completion of such portion of said section as has not yet been excavated, I hereby certify that the said contractors Gahan & Byrne have complete all of the work of the said Section H between Station 311 50.7 and Station 346, except as hereinafter noted, in accordance with the contract and to the full satisfaction of the Chief Engineer, except that certain cross dam^f used by them for protection during th^s work are yet to be removed as is provided in the contract hereinbefore referred to. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of the original contract.

The total work done (within the limits covered by this certificate) is as follows:

Glacial drift, 830,530 cubic yards at 29 cents.....\$240,853 70
 Less amount previously paid on account of contract.... 206,912 06

Amount due and unpaid..\$ 33,941 64

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE AGREEMENT:

This Agreement, Made and entered into this 25th day of November, 1896, by and between the Sanitary District of Chicago, party of the first part, and Thomas Gahan and Thomas Byrne, partners doing business under the firm name and style of Gahan & Byrne, of the City of Chicago and State of Illinois, parties of the second part, witnesseth: That

WHEREAS, Said parties heretofore on the 27th day of December A. D. 1893, made and entered into a certain contract for the complete excavation and entire removal of earth, rock, glacial drift and other material from that portion of the Main Drainage Channel of said parties of the first part known as Section H, upon the terms and conditions in said contract expressed; and

WHEREAS, In the execution of said contract there has accumulated in the hands of the Sanitary District of Chicago a considerable sum by way of reserved percentage of 12½ per cent, under said contract; and

WHEREAS, Said contractors, parties of the second part proceeding under said contract have excavated said section to the full prism and the prescribed grade from Station 311+50.7 to Station 346; and

WHEREAS, The said contractors have proceeded as far west as it is possible (with the machinery, appliances and methods used by them in executing their work) before encountering the right of way of the Atchison, Topeka & Santa Fe Railroad, upon which right of way they cannot be permitted to enter for a period of several months; and

WHEREAS, It involves a considerable amount of labor and expense to remove the small volume of material which is now accessible to the east of the said right of way;

Therefore, It is agreed by the said contractors, Gahan & Byrne, that in consideration of their now receiving the twelve and one-half ($12\frac{1}{2}$) per cent reserve on the work already performed on said section between Station 311+50.7 and Station 346, that the said contractors, when permitted to enter upon the right of way of the said Atchison, Topeka and Santa Fe Railroad, will remove the material within the limits thereof, and all material not excavated from the said Section H, at the date hereof, to the full prism and prescribed grade of the Channel, subject to all the conditions of the existing contract, and at the prices prescribed in said contract, and that they will remove from the Channel the cross dams heretofore erected by them to protect the work from water.

In Witness Whereof, The Sanitary District of Chicago has caused these presents to be signed by its President and its corporate seal attested by the Clerk of said District to be hereto affixed and said parties of the second part have hereunto set their hands and seals the day and year first above written.

SANITARY DISTRICT OF CHICAGO.

By B. A. ECKHART.

Attest: *Its President.*

JAS. REDDICK, *Clerk.*

(Signed) THOMAS GAHAN, [SEAL]
THOMAS BYRNE, [SEAL]

The following is

THE CONSENT OF SURETY:

In consideration of one (\$1.00) dollar to us paid by the Sanitary District of Chicago, the receipt whereof is hereby acknowledged, we hereby consent to the making of the above agreement and agree that the same shall not impair the force or effect of the bond executed by us given with the original contract above described.

In Witness Whereof, The signature of the Fidelity and Deposit Company of Maryland and its corporate seal are hereto affixed this 25th day of November, 1896.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

By ALLEN W. PECK,

[Seal] *Agent and Attorney in Fact.*

COMMUNICATION IN REFERENCE TO CLAIM OF E. D. SMITH & CO. FOR LIEN AGAINST CONTRACTORS ON SECTIONS 11, 12 AND 13.

The Clerk presented a communication

from Messrs. Mason, Hoge & Co., contractors on Sections 11, 12 and 13 in reference to the claim of Messrs. E. D. Smith & Co., filed against said contractors and duly reported on at the meeting held November 25, 1896 (page 3626 of the Proceedings), which by unanimous consent was referred to the Joint Committee on Engineering and Finance.

REMOVAL OF PRESENT TREASURER AND ELECTION OF SUCCESSOR.

Mr. Braden presented the following resolution, and, seconded by Mr. Smyth, moved its adoption; and the resolution was read.

THE RESOLUTION:

"Resolved. That the employment and tenure of office of Melville E. Stone, as Treasurer of the Sanitary District of Chicago, be and the same is hereby terminated."

Mr. Carter, seconded by Mr. Boldenweck, moved that the resolution be laid upon the table

On roll-call, on the motion to lay upon the table, the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart and Mallette—four. Nays—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five.

Upon which result the President declared the motion to lay upon the table lost.

The Chairman then put the original motion upon the adoption of the resolution.

On roll-call the vote stood: Yeas—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five. Nays—Messrs. Boldenweck, Carter, Eckhart and Mallette—four.

Upon which result the President declared the motion carried and the resolution adopted.

In the same connection Mr. Braden, seconded by Mr. Smyth, moved that the Board do now proceed to the election of a Treasurer of the District, which was carried by a viva voce vote, and the Chairman declared the election of a Treasurer of the District now in order.

Mr. Braden, seconded by Mr. Kelly and Mr. Smyth, nominated Mr. Frederick M. Blount for the office of Treasurer of the District to succeed Mr. M. E. Stone.

On roll-call the vote stood: For Mr. Blount—Messrs. Braden, Jones, Kelly, Mallette, Smyth and Wenter—six.

Upon which result the President declared Mr. Frederick M. Blount elected

Treasurer of the Sanitary District of Chicago.

REMOVAL OF PRESENT GENERAL COUNSEL
AND ELECTION OF SUCCESSOR.

Mr. Jones presented the following resolution, and seconded by Mr. Smyth and Mr. Braden, moved its adoption; and the resolution was read.

THE RESOLUTION:

“Resolved, That the employment and tenure of office of John P. Wilson, as General Counsel of the Sanitary District of Chicago, be and the same is hereby terminated.”

On roll-call the vote stood: Yeas—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five. Nays—Messrs. Boldenweck, Carter, Eckhart and Mallette—four.

Upon which result the President declared the resolution adopted.

Mr. Jones, seconded by Mr. Smyth, then moved that the Board do now proceed to the election of a General Counsel for the District, which was carried by a viva voce vote.

Mr. Jones, seconded by Mr. Braden, nominated John S. Runnells for General Counsel of the District.

Mr. Mallette, seconded by Mr. Carter, nominated John S. Miller for General Counsel of the District.

On roll-call the vote stood: For Mr. Runnells—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five.

For Mr. Miller—Messrs. Boldenweck, Carter, Eckhart and Mallette—four.

Upon which result the President declared Mr. John S. Runnells elected General Counsel of the Sanitary District of Chicago.

COMMENDATION OF CHIEF ENGINEER.

Mr. Wenter presented the following resolution and, seconded by Mr. Boldenweck, moved its adoption; and the resolution was read:

THE RESOLUTION:

“WHEREAS, Mr. Isham Randolph, Chief Engineer of this Board, has at all times protected the interests of the District to the best of his judgment and ability; and

WHEREAS, His professional integrity and honesty have never been questioned, although trustees may at times have differed with him on important questions; therefore be it

Resolved, As the sense of this Board, that we express therewith, by this vote, our confidence in Chief Engineer Randolph and our desire to have him continue to serve the Sanitary District in his present capacity.”

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the resolution adopted.

COMMENDATION OF ATTORNEY.

Mr. Braden presented the following resolution and, seconded by Mr. Jones, moved its adoption, which was carried unanimously by a viva voce vote.

THE RESOLUTION:

“WHEREAS, It has come to the attention of members of this Board that certain reports have been circulated tending to injure the credit of this District and embarrass and retard the members and officers thereof in the discharge of their official duty; and

WHEREAS, It is the manifest object of said reports to lessen the confidence of the public in the integrity of this Board and the officials thereof; therefore, in refutation of these reports, be it

Resolved, That this Board does hereby express its confidence in the high character and official integrity of Mr. W. M. McEwen, Attorney for the Sanitary District, and express the hope that he may long continue to serve the Board in the same efficient manner that has characterized his administration in the past.”

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Kelly, the Board then adjourned.


CLERK.

December 2],

—3647—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

DECEMBER 8, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

ANNUAL MEETING.

The seventh annual meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Tuesday, December 8, 1896, at 2:00 o'clock P. M., pursuant to the Rules.

President Eckhart called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members, were present.

ANNUAL MESSAGE OF THE PRESIDENT.

The President then presented and read his annual message.

Mr. Boldenweck, seconded by Mr. Carter, moved that the message be received, printed, and placed on file, and that the Clerk be instructed to have five hundred copies printed for distribution.

Mr. Jones, seconded by Mr. Smyth, moved as a substitute that the message be printed and referred to the Engineering Committee, sitting as a Committee of the whole Board, with instructions to report back at the regular meeting of the Board of Wednesday, December 16, 1896, and called for the yeas and nays on his motion.

On roll-call on the substitute of Mr. Jones the vote stood: Yeas—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five. Nays—Messrs. Boldenweck, Carter, Eckhart and Mallette—four.

Upon which result, the President declared the motion on the substitute carried.

The following is

THE MESSAGE:

"CHICAGO, December 8, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN — Following established custom, I take this opportunity at the close of my official term as President of the Board to pass in review in a summary way some of the more important features of the year's work.

In the message which I submitted to you on assuming the responsibilities of the position, I pointed out the then condition of the work and the serious nature of the problems that confronted you, the newly elected Board of Trustees.

I there stated briefly the progress that had been made up to that time in the work of excavation upon the Main Channel.

The work still before you was shown to be the finishing of the work of excavation, the building of retaining walls for such portions of the Channel as were partly in rock and partly in glacial drift, the construction of controlling works at the lower end of the Channel at Lockport so as to regulate and control the flow of water through the Channel, the devising of plans for carrying the water through Joliet without injury to vested interests in that city, the perfecting of plans for carrying through the Chicago River the volume of water required by our statute, and, not least important, the providing of funds to meet the obligations of the District as they accrued.

It will be convenient for my purpose of giving a brief account of the work of the year to take up these subjects in the order here named.

EXCAVATION OF THE MAIN CHANNEL.

One year ago five of the contract sections were practically completed, and during the year twelve more have been finished. Of the remainder, the work yet to be done is comparatively of little moment, with the exception of two or three sections, which have been delayed either by failure on the part of the contractors or by reason of delayed settlements for right of way, for neither of which was the District at fault.

It may be said in general terms, taking the work of excavation as a whole, from Chicago River to Lockport, that over 95 per cent is done.

During the year nearly four and one-

half million cubic yards of glacial drift and over one and one-half million cubic yards of rock have been excavated.

This alone has required the payment by the District of an average of over two hundred and twenty-five thousand dollars per month.

THE RETAINING WALLS.

The year has been one of great activity in the matter of building retaining walls. These have been required upon twelve sections.

On several of the sections it amounted to little more than the filling in of the clay pockets found in the rock through which the Channel is excavated.

This circumstance, however, gave rise to a class of claims on the part of the contractors which have been most pertinaciously urged in spite of adverse rulings by the Chief Engineer, and have been most difficult to deal with.

It was urged that the specifications insisted on by the Engineering Department, as applied to work of limited amount in any one place, and requiring the frequent removal of materials and machinery, were not equitable in view of the low prices fixed, which were based on uniform work.

Most of these controversies were happily adjusted without additional cost to the District in the final settlements made with the contractors to which reference will be made hereafter.

The amount of wall-building accomplished by the District during the season suitable for this kind of work is without a parallel in great engineering enterprises.

It aggregates 238,698 cubic yards. The price, too, at which it was secured was the lowest heretofore heard of for this class of work.

The expenditure for retaining walls during the year was \$786,115.72, being about \$3.25 per cubic yard.

The construction of this amount of wall under the specifications controlling the work required the testing of thousands of carloads of cement, and the inspection of the stone before it was laid and of the completed wall.

It is generally acknowledged that the District has secured an exceptionally good piece of work.

CONTROLLING WORKS.

The use of the valley of the Desplaines

for the site of the Main Channel, after cutting across the divide at Summit, has always necessitated a consideration of flood conditions with the location and maintenance of our Channel, and the necessity of being able to regulate and control the flow of the water from the Channel into the Desplaines in periods of flood, was obvious.

Plans had already been perfected and bids invited for the construction of controlling works at the end of Section 15, and the letting of the contract for that work was one of your first duties as Trustees.

The masonry for this structure is about finished, and the greater part of the iron work has been delivered at the site of the work. It will no doubt be finished in ample time.

THE WORK THROUGH JOLIET.

From surveys made, our Engineering Department drew up alternate plans for carrying the waters of the Channel and of the Desplaines down the slope from Lockport through the City of Joliet to Joliet Lake.

The situation is one of some difficulty. The navigation of the Illinois and Michigan Canal must be preserved. Water powers and other vested interests must be cared for or disposed of. Lands must be acquired, the amount depending upon the plan finally adopted. The final determination of a plan for carrying the Channel through Joliet was one of the tasks mentioned in my inaugural message, which it was confidently expected would be accomplished during the year. The necessity, however, of applying all available resources to the payment of obligations becoming due did not leave sufficient funds to apply to acquiring the necessary right of way.

Attention has been given to the study of the matters involved, and our engineers have prepared two other alternative plans, with estimates of cost, so that you can now apply yourselves to this problem.

Four alternative solutions will be presented for your consideration, and as soon as a decision is reached the acquiring of lands may be accomplished as rapidly as the finances of the District shall permit.

THE CHICAGO RIVER.

In my message of last December I dwelt at some length upon the importance of Chicago as a lake port, and of

the magnitude of the commercial interests centering in and upon the Chicago River.

I pointed out the urgent necessity of immediate action on the part of the General Government in the interests of lake commerce generally, looking toward the improvement of the river in a manner commensurate with its importance, and in harmony with the avowed and adopted policy of the Government with reference to securing greater depth of water in harbors and through the channels connecting the great lakes.

I also showed the unfairness of throwing upon Chicago the burden of undertaking and carrying out improvements which were necessary and demanded in the interests of general commerce.

These views only needed statement to obtain admission of their correctness, and early in the year, through the efforts of the Mayor, the Lake Carriers' Association, the Board of Trade and public-spirited citizens, the Chicago River Improvement Association was organized for the purpose of presenting the matter to Congress, and urging upon it the importance of speedy action in the premises.

The application was well received and an appropriation was made. Great credit is due to our Representatives and Senators in Congress from this city and State for their successful effort in behalf of this improvement.

Since then the plans have been made and contracts for deepening the river and its branches west of Rush Street Bridge have been let, and the work is now under way.

Unfortunately, the present Government plans contemplate only the dredging of the river. It will to that extent, of course, be complementary to that of the Sanitary District, but it is hoped that it may be possible to secure the application of a portion of the appropriation to widening the Channel, especially where the interests of navigation alone require it.

The work contemplated by Major Marshall in his report and recommendations was the improvement of the river for commercial purposes. This included not only deepening by dredging, but the straightening of the river at certain points, and the widening of same where the Channel had been encroached upon in such manner as to interfere with navigation.

The necessary change in the wording

of the appropriation act should be secured at the present session of Congress, so that it will permit of the improvement of the river along the lines intended by all parties at the time of making the appropriation.

No objection can be raised to this, and the work of the District ought not to begin until it is finally determined just how far the commercial improvement of the river may be supplementary to that undertaken by the District for its purposes.

The plans of the District have been completed for such improvement of the river, in addition to that undertaken by the General Government, as will secure for the Main Channel of the District the full volume of water required by the Sanitary District Act.

In spite of the unbelief expressed in some quarters and the unnecessary apprehension felt in others, there is no longer any doubt about the possibility and practicability of so improving the Chicago River that it will furnish the required supply of water without the creation of a current which shall seriously interfere with the navigation of the river. All doubts on this point should finally be at rest.

It is thought that the active work of one season will be sufficient to accomplish the improvements contemplated. At any rate there will be no difficulty in securing its completion by the time the work necessary at Joliet shall have been completed.

With proper economy on the part of the District and wisdom in the management of its affairs, the additional resources provided by the last Legislature should be sufficient to complete both these improvements and all other necessary work to permit the introduction of the waters of the lake into and through the Channel.

WATER POWER.

I called your attention last December to the possibility of the creation incidentally of a great water power between Lockport and Lake Joliet, which is susceptible of development of some future time when the finances of the District will admit.

While the development of such power is a matter for the future and we should not be justified at this time in the expenditure of any large sum of money for that purpose, still every care should be taken not to prejudice the situation, so that when the time comes and the de-

mand for the use of such power calls it into existence, no obstacles will be in the way.

All of the water power rights which we create should be zealously preserved. It is now a demonstrated fact that electrical power can be transmitted a very long distance with but a nominal loss in transmission, and the value of the water power which we will create has been variously estimated by competent authorities to be worth from \$200,000 to \$750,000 per annum to the City of Chicago.

FINANCES.

In treating of the financial resources of the District in my inaugural address the conclusion was reached that the margin of income over expenses for the year 1896 would be so small that the utmost economy would be necessary in order to meet the necessary expenditures.

In making the estimate there given I assumed \$3,500,000 as the receipts from the tax levy of 1895, and that the District would be enabled to reissue \$1,000,000 of bonds.

The taxes for 1895 amounted only to \$3,279,737.12, while bonds to the amount of but \$800,000 were issued. Thus the receipts were over \$400,000 less than I had anticipated, and were it not for the fact that work on a few of the sections has fallen behind the requirements so that the amount earned has been diminished, the District might have found itself embarrassed to make its payments.

By reason of the lack of harmony between the theory upon which municipalities make appropriations and levy taxes for municipal purposes, and the practice under our revenue laws in the assessing of property and the collection of taxes, most municipalities find themselves compelled frequently to anticipate their tax levy.

The assessment of property for any given year is made in May; the levy and the equalization by County and State Boards is not usually completed until about October. Only a very small portion of the taxes are collected until the year following.

The District could avail itself of the increased tax levy for 1895 only by issuing warrants in anticipation thereof, and transferring same to contractors in payment of their work.

Arrangements were readily made by which the banks accepted the District warrants at par, and nearly \$2,700,000 of its warrants were taken by them, when,

however, the banks began to feel the financial pressure which finally prevailed throughout the country, and sought to protect themselves by increasing their reserves, and refusing loans no matter how good the security was, it became most difficult for the contractors to dispose of the warrants without some small sacrifice.

The discount suffered has never been great, and there has been no indication of any lack of confidence in the security, but in effect has been a premium paid for the use of money when it was scarce.

Now that the financial condition of the country has improved, the warrants are about at par, and there is no reason why they should be disposed of at any less than par, since arrangements could be perfected with the banks for taking care of them at that figure, as formerly.

It has been a matter of gratification to me that during this serious financial depression existing in all the avenues of trade, when so many municipalities have found it difficult or impossible to float their bonds, the credit of the Sanitary District has been maintained unimpaired, and I urge it upon you as a matter of first and vital importance to the interests of the District that no action shall at any time be taken by you which shall tend to impair the confidence of the public in the financial integrity of the District.

I have had prepared and submit herewith a statement showing the aggregate of the receipts and expenditures of the District from its organization to the present time.

SETTLEMENTS WITH CONTRACTORS.

The work on twelve of the contract sections having been fully completed by the respective contractors, and final certificates therefor having been issued by the Chief Engineer, settlements have been made and the retained percentage, amounting to over \$1,000,000, paid over.

In reaching these settlements all claims for extras and all claims and demands of whatsoever nature by the respective contractors against the District were waived and released.

The claims already referred to for retaining wall work and other claims which, if allowed, would have involved an additional outlay to the District of about \$200,000, were all released in these settlements.

These claims, as made by the contractors, were that they should be per-

mitted, when clearing a foundation for a retaining wall, to clear away all of the stone to the same plane for starting the wall. The ruling of the Engineer and the requirement made by him was that when a sufficient base of sound rock was found upon which to start the retaining wall that was to be considered the stratum upon which the wall was to be erected, and if some small portion thereof was defective or unsound, that portion alone should be removed to the next lower sound stratum, and that it would be a forced construction to say that where any portion of a stratum of rock was unsound, the whole of it should be removed and the District be required to pay for removing solid rock and replacing it with masonry.

The completion of the work upon the retaining walls has enabled the District to dispense with the large force of inspectors which it was necessary to employ during the progress of the work.

The completion of so many contract sections and the consequent dispersion of the forces of men engaged by the contractors has enabled the District to reduce its police force, and two of the stations have already been closed. A still further reduction of the force may be accomplished in the near future.

No doubt also some reduction in the Engineering force may now be effected without impairing its efficiency. The Chief Engineer has already been instructed to review his force with reference to present needs of the department and to report what, if any, reduction therein can be made to the best interests of the District.

RAILROAD CROSSINGS.

After several months of negotiation with the officers of the Santa Fe system in which various propositions were made on either side for the settlement of the question of the crossing of the railway company's right of way by our Channel, the Chief Engineer prepared and presented for your consideration four alternative plans. Among these, was one which required shifting the line of railway in such manner as to necessitate but one crossing. The difficulty of reaching any conclusion which should be satisfactory to both parties was found to be so great that the attempt to make radical changes in the line of the railway was abandoned, and a settlement sought on the basis of such slight changes at the approaches to contemplated bridges over the Channel, as should make more direct crossings.

A settlement was finally reached satisfactory to both parties, the District being at such expense as it would have to offer to defray, were it to seek to acquire crossings by regular condemnation proceedings.

Pursuant to the agreement entered into with the railroad companies at Campbell avenue, the District has put in a span for an eight-track bridge in such manner as to allow the dredges at work on Sections N and O to pass through. This span, though now temporarily placed, will hereafter become a part of the permanent structure.

The contracts for the boulevard bridge and for that of the Elgin, Joliet and Eastern Railway have been let.

The Engineer has had a force of men for some months engaged upon the preparation of plans for bridges for all of the various crossings over our Channel, and this work has reached a fair stage of completion.

CONCLUSION.

I have thus briefly mentioned some of the more important of the numerous matters which have demanded your attention during the past year, and have touched upon some of the things remaining to be done.

In the matter of the practical work of the Board, the detail of which, as heretofore, has been carried on through Committees and thus prepared for your action thereon in the regular sessions of the Board, I have thought it desirable to have complete stenographic reports made and preserved of the deliberations of the various Committees. These are written up and filed with the Clerk where they may be conveniently referred to at any time by the Trustees when necessary.

As to the work of the year, as a whole, it must be borne in mind that the District has but two sources from which it obtains means necessary to carry to carry on its work, and there are limitations set by law upon each of these.

The one source, the issue of bonds, was exhausted early in January by the issue of eight hundred thousand dollars of bonds, by which the constitutional limit was reached.

The other source, that of direct taxation, as already explained, could not be available so far as the tax levy of 1896 was concerned, to any considerable amount, until October of this year.

To this unfavorable financial situation came the general lack of confidence and apprehension in the business world, so

that it has been only by the most prudent and careful management that the District has been able to keep its work going.

New work that had been prepared for and which an abundance of means would have enabled the District to push forward, had to yield precedence to the carrying on to completion of the work already contracted for.

Moreover, the percentages retained by the District on its contracts until the completion of the same became due in the course of the year, and had to be provided for. The amount, as already explained, aggregated over a million dollars.

During the year the amount expended for actual construction is \$4,063,197.

It has been a year of progress and accomplishment and the business of the District has made many demands upon your time and attention.

As for myself, I find that the performance of the duties devolving upon me as President of the Board have seriously encroached upon the time which I should have given to my private affairs, and I shall gladly surrender this seat to whomsoever you shall name as my successor.

In conclusion I wish to express my appreciation of the assistance and ready co-operation of the officers and respective heads of departments in the performance of my official duties.

I can only add in leaving this chair in line with what was expressed by me when I assumed it, that we shall greatly mistake if we look upon our positions as Trustees in this great enterprise in any other light than as positions of trust.

We have been chosen by the people to take charge of this work. They have a right to expect, and do expect, that we shall bring to this work and preserve a singleness of aim, a sincerity of purpose, and an unswerving integrity.

Mistakes of judgment may be overlooked, but if we permit personal differences to influence our actions in matters of public interest, if we allow selfish aims and ambitions to take the place of regard for the welfare of the District, if we are palpably controlled by any other motives than a sincere desire to give our best thoughts and energies to furthering the work which has been entrusted to us, we shall meet, and we ought to meet, the just condemnation and contempt of our fellow-citizens.

Respectfully submitted,

(Signed)

B. A. ECKHART.

President."

RECEIPTS AND EXPENDITURES FROM DECEMBER 1, 1895, TO DECEMBER 1, 1896.

The receipts and expenditures of the District for the year December 1st, 1895 to December 1st, 1896, were as follows :

RECEIPTS.

Balance on hand December 1, 1895.....		\$ 1,122,514 59
Engineering Department.....	\$ 3,509 89	
Engineering Department—Construction Account.....	1,513 98	
Law Department.....	2,000 00	
Law Department—Land Account.....	10,000 00	
General Account.....	415 50	
Interest (bank balances).....	10,444 09	
Tax Account.....	3,279,737 12	
*Tax Levy, 1895—Warrants issued.....	1,719,834 46	
*Tax Levy, 1896—Warrants Issued.....	1,987,984 51	
Bond Account.....	800 000 00	
Bond Interest and Premium Account.....	12,296 35	
		<hr/>
		\$ 7,827,735 90
		<hr/>
		\$ 8 950 250 49

*Warrants with interest coupons attached.

EXPENDITURES.

Engineering Department.....	\$ 182,033 12	
Engineering Department—Construction Account.....	4,063,197 10	
Clerical Department.....	11,138 73	
Treasury Department.....	2,028 45	
Law Department.....	33,706 63	
Law Department—Land Account.....	35,592 90	
General Account.....	47,707 78	
Police Department.....	44,313 24	
Pumping Plants.....	31,661 43	
Emergency Funds.....	6,000 00	
Emergency Fund (advance for contractors' pay rolls).....	12,500 00	
Bond Account—Bonds retired.....	600,000 00	
Bond Interest and Premium Account—Interest paid.....	556,750 00	
Tax Levy, 1895—Warrants redeemed.....	2,701 213 77	
Tax Levy, 1895—Interest paid on warrants.....	73,270 52	
Tax Account—Refund over payment.....	91 00	
		<hr/>
Balance on hand.....		\$ 8,401,204 67
		549,045 82
		<hr/>
		\$ 8 950,250 49

TOTAL RECEIPTS AND EXPENDITURES TO DECEMBER 1, 1896.

The total receipts of the District from date of organization to December 1, 1896, were \$26,769,189.03, as follows :

RECEIPTS.

Engineering Department.....	\$ 7,304 95	
Engineering Department—Construction Account.....	81,555 58	
Law Department.....	3,790 00	
Law Department—Land Account.....	45,480 03	
General Account.....	8,576 00	
Loans.....	100,000 00	
Interest Account (Bank Balances).....	187,701 75	
Tax Account.....	8,683,250 85	
Tax Levy—1895, Warrants Issued.....	2,701 213 77	
Tax Levy—1896, Warrants Issued.....	1,987,984 51	
Bond Account.....	12,800,000 00	
Bond, Interest and Premium Account.....	162,331 58	
		<hr/>
		\$26,769,189 03

The total expenditures for all purposes were \$26,220,143 21, as follows :

EXPENDITURES.

Engineering Department	\$ 942,263 71	
Engineering Department—Construction Account.....	16,527,361 21	
Clerical Department.....	60,660 90	
Treasury Department.....	9,951 20	
Law Department.....	250 701 68	
Law Department—Land Account.....	2,560,192 00	
General Account.....	308,205 87	
Police Department.....	158,406 40	
Pumping Plants.....	31,661 43	
Tax Account.....	91 00	
Loans Repaid.....	100,000 00	
Interest on Loans.....	2,163 52	
Interest on Tax Levy Warrants.....	73,270 52	
Emergency Funds—in hands of officers.....	6,000 00	
Emergency Fund (advance for contractors' pay-rolls).....	12 500 00	
Bond Account—Bonds Retired.....	1,200,000 00	
Bond, Interest and Premium Account—Interest Paid.....	1,275,500 00	
Tax Levy—1895, Warrants Redeemed.....	2 701,213 77	
		\$26,220,143 21
Balance on hand.....		549,045 82
		<u>\$26,769 189 03</u>

ELECTION OF PRESIDENT.

Mr. Jones presented the following resolution with relation to the time and manner of electing a President of the Board for the ensuing year, and, seconded by Mr. Smyth, moved its adoption; and the resolution was read.

THE RESOLUTION :

“*Resolved*, That this Board do now proceed to elect a President of the Board of Trustees of the Sanitary District of Chicago for the ensuing year, and that such election shall be by ballot; that, after nominations have been made and before the election of the President of the Board of Trustees, it shall be the duty of the presiding officer to appoint two Trustees, to act as tellers, who shall receive the ballots of the members of the Board for President, count the same and report the result to the presiding officer, who shall thereupon declare the result, and the person receiving a majority of the votes of the members voting shall be declared elected President of the Board of Trustees for the ensuing year.

If no person shall receive a majority of the votes of the members of the Board of Trustees voting on the first ballot for President, successive ballots shall be taken until some person shall receive the majority of the votes of the members of the Board of Trustees voting.”

At this point President Eckhart called Mr. Mallette to the chair.

Mr. Wenter then arose and seconded the resolution of Mr. Jones.

Mr. Boldenweck, seconded by Mr. Carter, moved as a substitute that the vote be taken by roll call.

On roll-call on the substitute of Mr. Boldenweck the vote stood: Yeas—Messrs. Boldenweck, Carter, Eckhart and Mallette—four. Nays—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five.

Upon which result the Chairman declared the motion on the substitute lost.

The original motion of Mr. Jones for the adoption of the resolution then being put, on roll-call the vote stood: Yeas—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five. Nays—Messrs. Boldenweck, Carter, Eckhart and Mallette—four.

Upon which result the Chairman declared the motion carried.

The Chairman then announced that the election of a President of the Board of Trustees was then in order.

Mr. Wenter, seconded by Mr. Braden, nominated Mr. Thomas Kelly for President of the Board of Trustees for the ensuing year.

Mr. Boldenweck, seconded by Mr. Carter, nominated Mr. Bernard A. Eckhart for President of the Board of Trustees for the ensuing year.

In accordance with the resolution just adopted, the Chairman then appointed Messrs. Boldenweck and Jones as tellers to count the votes and report the result.

The Board then proceeded to vote by ballot and the tellers reported the result to be as follows:

For Mr. Kelly—five.

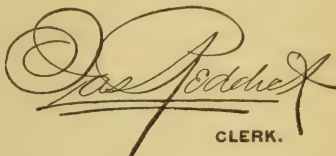
For Mr. Eckhart—four.

The Chairman then announced the result and declared Mr. Thomas Kelly duly elected President of the Board of Trustees of the Sanitary District of Chicago for the ensuing year.

Messrs. Boldenweck and Jones were then requested by the Chairman to escort the President-elect to his seat, whereupon Mr. Kelly took the Chair and thanked the Board for the honor conferred.

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Mallette, the seventh annual meeting of the Board of Trustees of the Sanitary District of Chicago then adjourned.



CLERK.

December 8,]

—3657—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

DECEMBER 9, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees of
the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and thirty-third regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, December 9, 1896, at 2:00 o'clock P. M.

President Kelly called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly and Wenter—seven members were present—Messrs. Smyth and Mallette arriving subsequently.

MINUTES.

The minutes of the regular meeting held December 2, 1896, were approved

as printed, on motion of Mr. Boldenweck seconded by Mr. Mallette.

ANNUAL MESSAGE OF PRESIDENT KELLY

President Kelly then presented and read his annual message.

Mr. Wenter, seconded by Mr. Jones, moved that the annual message of President Kelly be printed, that such matters as pertain to finance be referred to the Committee on Finance, and such matters as pertain to engineering be referred to the Committee on Engineering with instructions to these Committees to report back to the Board at an early date,

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE MESSAGE :

"CHICAGO, Ill., December 9th, 1896.

*To the Honorable, the Board of Trustees
of the Sanitary District of Chicago :*

GENTLEMEN—In assuming the duties of the high office which you have conferred upon me in my selection as your presiding officer for the ensuing year, I am not unmindful of the responsibilities which are coupled with this honor and which demand of your President the exercise of the greatest diligence and industry in order to meet the expectations of this Board, and the public in carrying this great enterprise to an early completion. I assure you in the beginning, that no effort of mine will be wanting in that co-operation which we all so cheerfully give to realize the proud culmination of our labors as the servants of the Sanitary District of Chicago.

The rapidly increasing population of this municipality and the requirements of the law under which we are organized, make it apparent to all, at this time, that the greatest diligence and expedition must be exercised by this Board if this work is to be completed in accordance with law and the Channel opened in time to avert the impending disasters to public health, which become more threatening year by year, as the flow of pollution continues toward the source of our great water supply. If this result is to be attained and the Channel opened during the season of 1898, I think every member of this Board feels that not a moment is to be lost in adopting, and entering upon, the execution of plans to carry the Channel through the City of Joliet, and to enlarge the channel of the Chicago River at the source, in order to obtain the requisite flow of 300,000 cubic feet of water per minute. The statement which has been so frequently made, showing that over ninety per cent of the work of the Main Channel is completed, has led the public, I fear, to an erroneous impression as to the sum total of the work which remains to be performed. While it is a gratifying fact that 90.8 per cent of the construction of the Main Channel, from Robey street to Lockport, a distance of over twenty-eight miles, is indeed completed, yet the great perplexing problems of conducting the sewage, with the requisite flow of water, into the Channel at Robey street, and of successfully carrying the great flow from Lockport through the City of Joliet without spreading devastation through the val-

ley, still remain to be solved. The people of the Illinois Valley towns expect, and they have a right to expect and demand, that every requirement of our organic law shall be complied with before the sewage of this municipality be turned into the Drainage Channel. The exactions of this law are, I presume, familiar to us all, but even if not, they are a part of the law of this State, and constitute a binding compact between the people of this District and the citizens of the localities through which we are to conduct this great water flow. So far as my humble efforts can conduce to make the administration of the coming year an earnest to the people of the valley that the law in its letter and its spirit is to be observed, they will be untiringly exerted in the direction of an honest compliance with the tacit pledge under which this great District was organized. I mention these expectations and these duties simply as a reminder to the members of this Board that the completion of the Main Channel, however gratifying, is far short of the physical and legal requirements which must be met before relief can be afforded by turning on the water. The acquisition of right of way for our lower Channel is fraught with a multitude of difficulties; while at the source, the improvements necessary in the Chicago River to give us the adequate flow of water exist, as yet, only in the plans of the engineers, without a single practical step having been taken by this Board toward their execution. The appropriations by Congress which have followed the efforts inaugurated by this Board several years ago will be of great service in deepening the navigable portion of the river; but upon this Board rests the great work of improving this stream as far up as Robey street to meet the requirements of the District.

The finances of this district will require the strictest attention of this Board for the ensuing year. In past years there has been no occasion for special solicitude over the financial situation. The resources of the District were fully adequate to meet all demands at the time the various contracts were being let; but as the date of the completion of these contracts arrive and the necessity for letting new contracts becomes apparent, the tax upon our financial resources become the greatest problem for solution. It has been a matter of regret to every member of this Board that for the first time in the history of this municipality our warrants during the year just closed have been hawked upon the market at a

discount; and it should be the effort of every member of this Board to relieve embarrassment with the least possible delay.

I suggest that the Committee on Finance require the Engineer at the earliest possible date to report to it the estimated cost, not only of the extension of the Channel from Lockport through Joliet, but also of the deepening and widening of the Chicago River, and of the construction of the various bridges and other work for which contracts are yet to be completed. This Committee may then be able to report to us the total expenses of future construction; and, by a comparison with available resources, we may know our exact financial situation.

I am sure every member will co-operate in the effort once more to regain our proud position of proclaiming that the Sanitary District of Chicago stands unique among the great municipalities of the State in the credit which its bonds and warrants enjoy in the financial markets of the world.

To the Committee on Federal Relations remains a responsibility which can no longer be delayed. It is the proud hope of every citizen of this municipality that this Drainage Channel may, at an early date, be converted into a great navigable waterway connecting the Father of Waters with the fresh water lakes of the American continent. Every step this municipality has been taking is in this direction, every contract for the erection of bridges for the railroads crossing our Channel has been framed with a clause permitting this District or the Federal Government, at the proper time, to substitute swinging bridges in place of the temporary structures erected to serve until the Federal Government shall extend its protecting hand to this District, and by its fiat and its aid convert this Channel into a great commercial waterway. It is needless, perhaps, to say that every member of this Board is in accord with the belief that the contracts still to be executed with the railroad companies must contain the same provision for the substitution, at will, of swinging bridges for the temporary structures which suffice for the present demand.

It is a source of personal gratification to me, as well as satisfaction as a public

official, that the non-partisan traditions of this Board have been fully observed in my selection as your presiding officer; and to my fellow Trustees and the citizens and tax payers of this municipality, I give my promise that every official act of mine shall be exercised in preserving the non-partisan spirit which in past years has done so much to win for the officers of this District the confidence and encouragement of the public. On every member of this Board rests a great personal responsibility, and in the exercise of his responsible duties every member has a right to expect that his voice and his vote shall be equal to the voice and vote of every other member of this Board, regardless of the question of partisanship or past experience. And to every member of this Board should be afforded an equal voice in the selection of the officers and employees necessary to carry this important work to a completion.

In conclusion, I wish to suggest that in my opinion, as one Trustee, there is now a fruitful field at hand for the exercise of that salutary economy which the tax-payers properly expect from us at all times. I recommend that the Committee on Engineering immediately inquire into the condition of the Engineering Department and make such radical reductions of force as should be justifiable and permissible under existing conditions. In doing this, and in the employment of any assistance which future needs may require, I am sure this Board will follow its precedents, by complying with the theory of civil service reform, and requiring that no man shall be assigned to a duty which he is unable properly to perform, and that no man shall be discharged for political reasons alone. The public have been educated to the belief that the rise or fall of political parties have no effect on the policies of this Board, and that no political party can assume to arrogate to itself the credit for the completion of this great work, which stands without a parallel in the engineering triumphs of the world, and which is a sufficient monument to commemorate the loyal and unselfish labor of every member of this Board.

Respectfully submitted,

(Signed) THOMAS KELLY,
President.

VOUCHERS:

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

C. S. Austin (ice).....	\$	12 00	
Wm. Kirkham (guage reading).....		10 00	
Joseph Carlin (guage reading).....		10 00	
E. Hastings (guage reading).....		10 00	
Wm. McGinnis (guage reading).....		10 00	
Mary Rusk (guage reading).....		10 00	
Wygant & Ayers (rent, Corwith, November 30, 1896).....		12 50	
John McCaffery (rent, Brighton, November 30, 1896).....		25 00	
J. M. Abbitt (rent, Willow Springs, November 30, 1896).....		20 00	
H. S. Norton (rent, Lemont, November 30, 1896).....		18 00	
Orrin W. Moon (rent, Lockport, November 30, 1896).....		20 00	
Chas. L. Harrison (traveling and expense).....		20 26	
W. T. Keating (traveling and expense).....		23 64	
	\$		201 40

CLERICAL DEPARTMENT.

Chicago Towel Supply Company (toweling).....	\$	2 50	
C. S. Austin (ice).....		3 00	
	\$		5 50

TREASURY DEPARTMENT.

J. W. Woodworth Company (printing).....	\$	5 00	
A. B. Cleghorn (repairing vault).....		5 00	
	\$		10 00

GENERAL ACCOUNT.

John F. Higgins (printing proceedings).....	\$	115 90	
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POLICE DEPARTMENT.

E. J. Coen (expense).....	\$	63 80	
W. R. Mumford & Co. (oats).....		253 13	
	\$		316 93

PUMPING PLANT—SECTION 14.

Chas. L. Harrison (sundries).....	\$	20 60	
Total.....	\$		670 33

ENGINEERING DEPARTMENT.

*Construction Account—

Griffiths & McDermott (Section 1, December 1, 1896).....	\$17,797 94
The Qualey Construction Company (Section 5, December 1, 1896)...	8,746 50
Campbell & Dennis (Section 14, December 1, 1896).....	645 75
Wright, Meysenburg, Sinclair & Carry (Section 15, December 1, 1896)	2,047 50
Heldmaier & Neu (Section A, December 1, 1896).....	12,621 32
Heldmaier & Neu (Section B, December 1, 1896).....	4,225 38
Western Dredging and Improvement Company (Section C, December 1, 1896).....	3,290 00
E. D. Smith & Co. (Section D, December 1, 1896).....	2,187 03
Angus & Gindele (Section E, December 1, 1896).....	3,273 48
Gahan & Byrne (Section G, December 1, 1896).....	2,326 52

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Gahan & Byrne (Section H, December 1, 1896).....	\$ 425 28
Hayes Bros. et al. (Section N, December 1, 1896).....	3,674 63
McMahon & Montgomery Company et al. (Section O, December 1, 1896).....	3,591 95
The Qualey Construction Company (Section 5, extra, slide, December 1, 1896).....	2,650 00
McMahon & Montgomery Company, et al. (Section O—P., C., C. & St. L. crossing, December 1, 1896).....	678 28
Daniel Sullivan (Romeo highway improvement, December 1, 1896)	738 41
Benezette Williams (Substructure E. J. & E. Bridge, December 1, 1896).....	2,969 99
	<u>\$ 71,889 96</u>
Grand total.....	<u>\$ 72,560 29</u>

Mr. Boldenweck, seconded by Mr. Wenter, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending December 5, 1896, which was read and, by unanimous consent, was ordered printed and placed on file

The following is

THE REPORT:

“CHICAGO, December 9, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending December 5, 1896, as the same have been reported to me:

Engineering department.....	124
Pumping plant.....	24
Clerical department.....	5
Law department.....	7
Treasury department.....	1
Police department.....	29
Towpath force.....	1
Telephone operator.....	1
Total employes.....	<u>192</u>

Respectfully submitted,

(Signed)

JAS. REDDICK,

Clerk.”

MONTHLY REPORT FROM CLERICAL DEPARTMENT.

The Clerk presented a report from the Clerical Department for the month of November, 1896, which was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

“CHICAGO, December 1, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to herewith report that the total amount expended on account of, and charged to, the Clerical Department during the month of November, 1896, was \$947.23, divided as follows:

Salaries.....	\$ 908 33
General expenses.....	38 90
Total.....	<u>\$ 947 23</u>

There are no outstanding liabilities beyond usual small current bills against the Clerical Department, and the expenses for the present month will, from present indications, be about \$900.00.

The total amount expended and charged to the General Account during the month of November, 1896, was \$2,662.58, divided as follows:

Salaries.....	\$ 2,452 33
Rent (McDonnell & Cusack)....	200 00
General expenses.....	10 25
Total.....	<u>\$ 2,662 58</u>

There are no outstanding liabilities against the General Account beyond usual current bills, and the expenses for

the present month will be about \$3,500.00.

During the month of November, 1896, there were regular warrants authorized and drawn against the various accounts for \$26,459.93, as follows:

Engineering Department.....	\$ 15,838 68
Clerical Department.....	947 23
Law Department.....	1,719 62
Treasury Department.....	166 67
General Account.....	2,662 58
Police Department.....	3,716 83
Pumping Plant, Section 3.....	784 75
Pumping Plant, Section 14.....	623 57
Total.....	\$ 26,459 93

As directed by your Honorable Body at the meeting held August 12, 1896, estimates issued to contractors and audited, approved and ordered paid by the Board during the month of November, 1896, to the amount of \$1,004,785.71, were paid in tax-levy warrants, with six per cent interest coupons attached, drawn against the tax-levy for 1896. In addition to this amount, vouchers issued to other parties and audited, approved and ordered paid, to the amount of \$2,437.38, were also paid in similar tax-levy warrants, as follows:

General Account.....	\$ 1,128 16
Pumping Plant, Section 3.....	464 74
Pumping Plant, Section 14.....	844 48
	\$ 2,437 38

making a grand total of \$1,007,223.09 in 1896 tax-levy warrants issued during the month of November.

The total expenditures, therefore, for the month, were as follows:

1896 Tax-levy Warrants, Construction Account.....	\$1,004,785 71
1896 Tax-levy Warrants, other Accounts.....	2,437 38
Regular Warrants	26,459 93
Total.....	\$1,033,683 02

Of the \$200,000.00 appropriated July 8, 1896, for the payment of District bonds and interest on bonds and tax-levy warrants, there were no expenditures during November, 1896, leaving the unexpended balance of the appropriation \$26,807.38.

Of the total amount of 1896 tax-levy

warrants issued to date, there is now outstanding the sum of \$1,987,984.51.

Respectfully submitted,

(Signed) JAMES REDDICK,
Clerk."

DEMAND FOR OVERTIME OF INSPECTORS
BOURKE AND HERO.

The Clerk presented a report from the Chief Engineer with reference to, and accompanied by, a communication from James A. Brady, Attorney for Messrs. Henry J. Bourke and Olaf Hero, former inspectors, making demand for payment of overtime said to be due them; the report setting forth the basis of the employment of these men, and being accompanied by statements showing the time actually worked and lost by each; and the report was read.

On motion of Mr. Braden, seconded by Mr. Boldenweck, the report with enclosures was referred to the Committee on Engineering by a viva voce vote.

The following is

THE REPORT :

"CHICAGO, Dec. 9, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—The communication of Attorney James A. Brady making demand for payment of over-time said to be due Henry J. Bourke and Olaf Hero, former Inspectors on this work, has been referred to me for information. I return the same herewith showing the time actually worked by each of these men. They were employed upon the basis of a monthly salary and were paid for the entire time that they were on the rolls of the District, whether they worked or not. On the basis of an eight-hour day, H. J. Bourke lost 183 hours, exclusive of Sundays, and on the same basis Olaf Hero lost 170 hours, exclusive of Sundays, all of which they were paid by the District.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

(Four enclosures.)

BOND OF TREASURER BLOUNT.

Mr. Wenter, Chairman, presented a report from the Joint Committee on Finance and Judiciary with reference to, and accompanied by, the official bond of Fred M. Blount as Treasurer of the

Sanitary District of Chicago, in the sum of \$2,000,000, the report giving the names of the sureties on the bond, setting forth that they find such sureties to be sufficient and recommending that the bond be approved and filed with the Clerk; and the report was read.

Mr. Boldenweck, seconded by Mr. Braden, moved that the report be received, printed, and the bond approved.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, December 9, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Finance and Judiciary would respectfully report unto your Honorable Body that there has been presented to your Committee the official bond of Fred M. Blount as Treasurer of the Sanitary District of Chicago in the sum of Two Million (\$2,000,000.00) Dollars, conditioned for the faithful performance of his duties as such Treasurer, with John R. Walsh, John M. Smyth, Elbridge G. Keith, Arthur Dixon, John A. King, John H. Whitbeck, Harry Thorwarp, Fritz Goetz, Martin B. Madden, John W. Buehler, George Schneider and George E. Adams, as sureties, and that your Committee have examined said sureties and find them to be sufficient and accordingly present said bond herewith, and recommend that the same be approved and filed with the Clerk.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

J. P. MALLETTE,

Z. R. CARTER,

ALEX. J. JONES.

J. C. BRADEN,

Joint Committee on Finance and Judiciary.”

(Accompanied by bond.)

APPOINTMENT OF COMMITTEES FOR 1896-7.

The President then announced the fol-

lowing Committees of the Board for the years 1896-7.

Judiciary—Mr. Mallette, Chairman, Mr. Jones and Mr. Braden.

Finance—Mr. Wenter, Chairman, Mr. Carter and Mr. Smyth.

Engineering—Mr. Braden, Chairman, Mr. Jones, Mr. Boldenweck, Mr. Carter, Mr. Eckhart, Mr. Mallette, Mr. Smyth, Mr. Wenter and the President.

Federal Relations—Mr. Carter, Chairman, Mr. Jones, Mr. Boldenweck, Mr. Eckhart and Mr. Mallette.

Labor—Mr. Eckhart, Chairman, Mr. Boldenweck and Mr. Wenter.

Health and Public Order—Mr. Boldenweck, Chairman, Mr. Braden and Mr. Smyth.

Rules—The President, Chairman, Mr. Jones and Mr. Eckhart.

REVISION OF RULES.

Mr. Jones presented an order that the Committee on Rules be directed to prepare a general revision of the rules, and present the same to the consideration of the Board at the earliest practicable date, and, seconded by Mr. Wenter, moved its adoption.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

Ordered. That the Committee on Rules be directed to prepare a general revision of the Rules of the Board of Trustees of the Sanitary District of Chicago, and present the same to the consideration of this Board at the earliest practicable date.

ADJOURNMENT.

On motion of Mr. Eckhart, seconded by Mr. Boldenweck, the Board then adjourned.


CLERK.

December 9,]

—3665—

[1886.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

DECEMBER 10, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees
of the Sanitary District of Chicago.)*

SPECIAL MEETING.

A special meeting of the Board of Trustees of the Sanitary District of Chicago was held in their rooms, Rialto Building, Thursday, December 10, 1896, at 2 o'clock, P. M., pursuant to call.

President Kelly called the Board to order.

On roll-call Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight members, were present.

CALL FOR MEETING.

The Clerk then read the call for the special meeting, which is as follows:

“CHICAGO, December 9, 1896.

*Hon. James Reddick, Clerk, Sanitary
District of Chicago:*

DEAR SIR—Pursuant to the by-laws,

you will please call a special meeting of the Board of Trustees of the Sanitary District of Chicago, to be held at the Board meeting room of said District, in the Rialto Building, Chicago, Illinois, on Thursday, December 10, 1896, at 2 o'clock P. M., for the purpose of receiving and considering the report of Melville E. Stone, late Treasurer of the said District, as such Treasurer, and of making any order with reference thereto, or disposition of the moneys in his hands as the Board may deem proper, and to consider such further matters as said Board may elect.

Very truly yours,

(Signed)

THOMAS KELLY,

President.”

**REPORT FROM TREASURY DEPARTMENT
TO DECEMBER 9, 1896.**

The Clerk presented a report from the Treasury Department for the period from December 1 to December 9, 1896, inclusive, being the final report of Treas-

urer Stone to date of turning over possession of his office to his successor; and the report was read.

Mr. Jones, seconded by Mr. Wenter, moved that the report be received, printed and referred to the Committee on Finance.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"Balance on hand at date of last report..... \$ 549,511.23

Received from the following sources:

James Reddick, Clerk, account General Account, use of telephone line by Ingersoll-Sargent Drill Co., August 14, 1896, to November 24, 1896..... \$ 13.89

Total cash received for month..... 13.89

\$ 549,525.12

Total cash disbursed during month as per annexed schedules, viz:

Clerical Department.... \$ 928.33

Treasury Department.. 166.67

Engineering Departm't 13,670.62

Law Department..... 1,572.28

Police Department..... 3,221.95

General Account..... 2,012.66

Pumping plant—Sec. 3.. 425.78

Pumping plant—Sec. 4.. 740.10

Pumping plant—Sec. 14. 585.00

\$ 23,323.59

Balance this date, in banks as per schedule endorsed hereon..... * \$ 526,201.73

*Of the \$526,201.73 on hand, \$26,807.38 is the balance of the appropriation of \$200,000.00 made by ordinance of July 8, 1896, for the payment of District bonds and interest, leaving the net available cash balance this date..... \$ 499,394.35

(Signed) MELVILLE E. STONE,
Treasurer.

By A. B. CLEGHORN,
Asst. Treasurer.

CHICAGO, December 10, 1896."

SCHEDULE:

National Bank of Illinois.....	\$ 86,462.61
Chicago National Bank.....	85,138.08
Fort Dearborn National Bank.....	85,622.08
Metropolitan National Bank.....	88,359.95
Globe National Bank.....	97,615.22
Garden City Banking and Trust Company.....	83,003.79
Total.....	\$ 526,201.73

RESOLUTION IN REFERENCE TO WARRANT NO. 576.

Mr. Wenter presented a resolution in reference to Warrant No. 576, drawn for the sum of ninety cents, December 27, 1890, to John Devlin & Co., which has never yet been presented for payment and is considered lost, the party entitled to said warrant being unknown, the resolution therefore authorizing the proper entry upon the books, charging said item to the Treasurer and crediting same to the Engineering Department.

Mr. Wenter, seconded by Mr. Braden, moved the adoption of the resolution.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the resolution adopted.

The following is

THE RESOLUTION:

"WHEREAS, Warrant No. 576, for ninety (90) cents, issued December 27, 1890, to John Devlin & Company, has never been presented for payment and is considered lost; and,

WHEREAS, Said firm payees are reported as being out of business and the party entitled to said warrant is unknown and cannot be found, and said item stands charged on the records of the Clerk against the Engineering Department and credited in favor of the Treasurer; therefore, be it

Resolved, That the Clerk be and he hereby is authorized to make a proper entry upon his books, charging said item to the Treasurer and crediting the same to the Engineering Department."

TRANSFER OF FUNDS, RECORDS AND PROPERTY FROM RETIRING TREASURER TO HIS SUCCESSOR.

Mr. Wenter presented a resolution in reference to the report of the retiring Treasurer, this day presented, and the

transfer of the moneys, records and property in his hands to his successor; the resolution also requesting and directing that the latter present to this Board a report of such moneys and properties received by him, with a showing as to place of deposit of said moneys and property, and also authorizing and instructing him to honor all outstanding warrants heretofore issued against his successor, and to collect and receive all such moneys and properties of the District as may be proper in his official capacity; and the resolution was read.

Mr. Wenter, seconded by Mr. Carter, moved the adoption of the resolution.

On roll-call, the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the resolution adopted.

The following is

THE RESOLUTION:

“WHEREAS, The tenure of office of Melville E. Stone as Treasurer of the Sanitary District of Chicago, heretofore terminated, and Fred M. Blount was duly elected as his successor and having qualified as such: and

WHEREAS, Said retiring Treasurer has this day presented a final report showing a balance of moneys in his hands amounting to five hundred twenty-six thousand two hundred one dollars and seventy-three one-hundredths dollars (\$526,201.73), and a special fund of three thousand nine hundred sixty and eighty-three one-hundredths dollars to the credit of bond interest and premium account; and

WHEREAS, Said retiring Treasurer is possessed of certain records and property used in connection with said office of Treasurer;

Resolved, That said report be received and the same referred to the Committee on Finance for consideration and report and warrants be drawn upon said Melville E. Stone for the balance remaining in his hands, as aforesaid, to the order of Fred M. Blount, Treasurer elect, and that said Melville E. Stone be and he is hereby authorized and requested upon the demand of said Fred M. Blount to turn over to him all the records and other property of the Sanitary District of Chicago now in the control and hands of said Melville E. Stone, and also said special fund of three thousand nine hun-

dred sixty and eighty-three one-hundredths dollars:

Resolved, further, That said Fred M. Blount be requested and directed to present to this Board a report of all the moneys and property received by him from said Melville E. Stone pursuant to this order, together with a showing as to the place of deposit of said moneys and property; and be it further

Resolved, That said Treasurer elect be and he hereby is authorized and instructed to honor all outstanding warrants heretofore issued drawn against Melville E. Stone, Treasurer, now retired, and to collect and receive all the moneys and property of the District proper for him to receive as Treasurer hereunder, wherever situate and in whatsoever manner held.

EMERGENCY FUND FOR CLERICAL DEPARTMENT.

Mr. Carter presented an order directing that a warrant be drawn in favor of the Clerk for the sum of \$1,500, to be deposited and used by him as an emergency fund for the Clerical Department, as provided in the order, this being additional to the fund now in his hands; and the order was read.

Mr. Carter, seconded by Mr. Wenter, moved that the order be adopted.

On roll call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

“*Ordered*, That a warrant be drawn for the sum of fifteen hundred dollars (\$1,500.00) in favor of the Clerk of the District, to be deposited and used by him as a part of the Clerk's Emergency Fund, and to be subject to his order for the corporate purposes of the District.”

COMMUNICATION FROM SMITH & EASTMAN.

Mr. Jones presented a communication from Messrs. Smith & Eastman with reference to and accompanied by bill for labor and material said to have been furnished on Sections 14 and 15 of the Main Drainage Channel, and the Clerk commenced to read the same.

Mr. Jones hereupon arose and stated that as the communication was some-

what lengthy, he moved that without reading it be printed and referred to the Chief Engineer, with instructions to report on such matter as pertains to him to the next meeting of the Board.

Mr. Smyth seconded the motion.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result, the President declared the motion carried.

The following is

THE COMMUNICATION :

“CHICAGO, November 14th, 1896.

The Honorable Board of Trustees, Sanitary District of Chicago:

GENTLEMEN—At the request of your Honorable President, Mr. B. A. Eckhart, made to us this morning, we present to you our bill for labor and material furnished by us on Sections 14 and 15, Main Drainage Channel, so far as we have been able to obtain the data from your Chief Engineer. We made a formal demand on your Chief Engineer for a final estimate in accordance with our contract, when all the work which we were permitted to do under it was completed in April last. We were refused by him a certificate or final estimate, on your orders, as we understood it. We applied at the office of the Chief Engineer on yesterday for a copy of the final estimate, which we understood had been made out, but were again refused. This is the reason why our bill is not more complete. All of the items included in this bill, with the exception of a few of the smaller ones, have been presented to your Honorable Board in regular form, from time to time, as fast as we were able to make them out during the progress of the work. They have been under discussion from time to time by your Honorable Board and you are no doubt thoroughly familiar with the subject.

We claim under our contract 15 per cent on *all* expenditures by the Sanitary District on Section 14, up to the completion of the work, whether executed or furnished by us, or not.

Item No. 1 is for the excavation of solid rock so far as we have been able to secure the Engineer's certificates.

Item No. 2 is for the glacial drift re-

moved by the McCormick Construction Company before we purchased this contract, as shown by your estimates.

Item No. 3 is for glacial drift embraced in 17,000 lineal feet of railroad embankment embraced in our contract.

Item No. 4 is for the retaining wall, for which we have charged the price named in our contract, and given you credit for the labor omitted.

Item No. 5 is for labor performed, under orders of your Engineer, in preparing the ground for the location of this wall.

Item No. 6 is for pumping the water which was let into our section from the sections north of us, for which you have an itemized bill.

Item No. 7 is track service for cars run over our switch and tracks, for which you have itemized bill.

Item No. 8 is for 15 per cent on that portion of the work done by Campbell, Dennis & Co., in addition to the prices named in our contract.

Item No. 9 is for interest which we claim is due on the balances due us and payable on the first day of June, 1896, under our contract. In connection with this item, we desire to say that we have sustained a very large additional loss by being deprived of our working capital during the season of 1896. We trust to the sense of justice of your Honorable Board to make a suitable additional compensation to us for this loss, which we cannot itemize.

On February 25th, 1896, we sent a communication to your Honorable Board, offering to arbitrate all differences between us, or submit those differences by stipulation under the Tuley Law, or any other way that might be fair and equitable, and we now renew this proposition.

The reserved percentage of something over \$106,000 is not and never has been in dispute, as we understand, and we think it only fair that this money should be turned over to us immediately, with interest on the same from the time it should have been paid, on June 1st last.

Some claims have been filed with your Honorable Board by certain parties for material claimed to have been furnished to Dion Geraldine, a sub-contractor. Your Honorable Board have had those various claims under discussion, and reported ad-

versely upon them, as we understand it, on March 25th, 1896. We do not owe a dollar for labor and material on Section 14. There are some claims for personal injuries, and in those cases, the Sanitary District and ourselves are fully protected by accident insurance in perfectly solvent companies.

We are prepared if necessary, to give a sufficient indemnifying bond to the Sanitary District, as additional protection against any claims whatever.

Very respectfully yours,

(Signed) SMITH & EASTMAN."

The following is

THE BILL:

<i>The Sanitary District of Chicago—To Smith and Eastman:</i>		<i>Dr.</i>
To 1,016,200 yards solid rock, as shown by estimate No. 73, dated April 1st, 1896, at 73c.....		\$741,826 00
(Note—The final estimate <i>not</i> included.)		
To 43,066 cubic yards glacial drift, removed by McCormick Construction Company, at 20c.....		8,613 20
To 120,934 cubic yards glacial drift at 20c.....		24,186 80
To 328,250 cubic yards glacial drift at 36c.....		118,170 00
(Material in 17,000 lineal feet of railroad embankment contracted for.)		
To 23,500 yards retaining wall, laid dry, at \$2.00.....		47,000 00
Labor, preparing ground for walls, per pay roll.....		611 43
Pumping water, as per itemized bill rendered.....		1,450 35
Trackage on cars over our switch, per bill rendered.....		135 00
To 23,500 yards concrete at 74c.....	\$ 17,390 00	
8,400 yards excavation at 38c.....	3,192 00	
95,000 yards back filling at 14c.....	13,300 90	
		\$ 33,882 00

This item was awarded to Campbell, Dennis & Co., and Smith & Eastman are entitled to 15 per cent on same under their contract; 15 per cent of \$33,882.00..... 5,082 30

Total..... \$ 947,075 08

Credits:

By cash and warrants.....	\$ 744,609 25
By 116,050 yards glacial drift, omitted from embankments, cost of loading and dumping at 6c.....	6,963 00
By labor omitted in building retaining walls, 23,500 yards at 64c.....	15 040 00
Total credits.....	\$766,612 25

Balance..... \$180,462 83

To interest due on above balance from May 30, 1896, to November 15, 1896—5½ months at 6 per cent..... 4,962 70

Total balance due Smith & Eastman..... \$185,425 53

The retained percentage, as shown on Estimate No. 73, amounts to..... 106,372 75

Due Smith & Eastman, *exclusive* of percentage..... \$ 79,052 78

EXAMINATION OF BOOKS OF TREASURER BY EXPERT ACCOUNTANT.

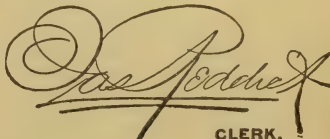
Mr. Eckhart, seconded by Mr. Jones, moved that the Committee on Finance be instructed to employ a competent accountant to examine the books of the retiring Treasurer, and report thereon to the Board.

On roll-call the vote stood: Yeas—Messrs. Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Mallette, the Board then adjourned.


CLERK.

December 10,]

—3671—

[1896.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

DECEMBER 16, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees of
the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and thirty-fourth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, December 16, 1896, at 2:00 o'clock P. M.

President Kelly called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members were present.

MINUTES.

The minutes of the seventh annual meeting held December 8, 1896, of the regular meeting held December 9, 1896, and of the special meeting held December 10, 1896, were approved as

printed, on motion of Mr. Carter, seconded by Mr. Wenter.

REQUISITIONS.

The Clerk presented the following requisitions:

No. 1075, Clerical Department (stationery)	\$ 35 00
No. 1076, Clerical Department (one typewriting machine)....	100 00
Total.....	<u>\$135 00</u>

Mr. Boldenweck, seconded by Mr. Mallette, moved that Requisition No. 1075, for the Clerical Department, as read and shown above, be allowed.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried, and Requisition No. 1075 allowed.

Mr. Boldenweck, seconded by Mr. Jones, moved that Requisition No. 1076, for the Clerical Department, as read and shown above, be allowed.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried, and Requisition No. 1076 allowed.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending December 12, 1896, which was read and, by unanimous consent, was ordered printed and placed on file

The following is

THE REPORT:

"CHICAGO, December 16, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending December 12, 1896, as the same have been reported to me:

Engineering department.....	117
Pumping plant.....	24
Clerical department.....	5
Law department.....	7
Treasury department.....	1
Police department.....	29
Towpath force.....	1
Telephone operator.....	1
Total employes.....	185

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk "

MONTHLY REPORT FROM LAW DEPARTMENT.

The Clerk presented a report from the Law Department for the month of November, 1896, which was read and by unanimous consent was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, December 16, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have the honor to sub-

mit the report of the Law Department for the month of November, 1896.

The following are the expenses and disbursements:

SALARIES.

Attorneys.....	\$1,133 34
Office force.....	265 00
	<hr/> \$1,398 34

GENERAL EXPENSES.

Court costs.....	\$ 44 62
Right of way.....	125 00
Expense account.....	118 25
Printing and station- ery.....	28 25
Sundries.....	5 16
	<hr/> \$ 321 28
Total.....	<hr/> \$1,719 62

The several matters passed upon and occupying the attention of the Department may be briefly summarized as follows:

The second trial of the case of the District against the Western Stone Company, for the condemnation of certain lands in Will County, has been begun and is now in progress.

Various pleadings and documents have been prepared in several of the cases now pending to which the District is a party, including filing of brief for the District in the appeal of Cook versus the District, pending in the Appellate Court for the First District.

Settlements have been made of the two suits brought by Patrick E. McDonnell against the District for use of an alleged private road at Kedzie avenue.

The case of McQuirk against the District has likewise been disposed of.

The several claims and litigations arising in reference to the Heidenreich Company have been amicably settled and the District relieved of what promised to be a long and protracted litigation.

Much negotiation has been carried on with reference to the completion of the work on Section F, with a view of securing the performance of the contract.

An opinion has been prepared by the Attorney, concurred in by the General Counsel, upon various questions surrounding the right of the District to make final payment upon the several sections represented to be completed.

Various agreements of release and satisfaction from the several contractors re-

ceiving final payment have been prepared and executed, and are on file with the Clerk of the District.

In addition to the above the usual number of claims has been considered, together with the general routine work of the office.

The coming month will be occupied with the trial of cases, preparation of pleadings, negotiations of settlements, consideration of claims and the general routine work.

Respectfully submitted,

(Signed) W. M. McEWEN,
Attorney."

REPORT AND ORDER IN REFERENCE TO SUSPENSION OF WORK ON SECTION F.

The Clerk presented a report from the Chief Engineer setting forth that on the 15th instant he had visited Section F and found all work thereon suspended, as it had been for the past three or more weeks, and asked instructions as to what action should be taken; and the report was read.

In the same connection Mr. Jones presented an order with reference to the same matter; and the order was read.

Mr. Jones, seconded by Mr. Boldenweck, moved that the report be received, printed and placed on file, and the accompanying order adopted.

On roll call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result, the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, Dec. 16, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—I have to report that on yesterday, the 15th instant, I visited Section F and find all work thereon suspended, as it has been for the past three or more weeks. I therefore ask instructions as to what action, if any, shall be taken by the Chief Engineer.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

The following is

THE ORDER:

"WHEREAS, Messrs. Weir, McKechney & Company, contractors on Section F, heretofore abandoned the work under their contract with the District for said section; and

WHEREAS, They have disregarded the order and direction of the Board of Trustees to resume work under their said contract within ten days from the service of notice under said order of said Board of the date of November 25, 1896 (page 3617 of Proceedings), notice of such order having been served upon said contractors on said date, and are otherwise in default on their said contract; therefore be it

Ordered, That the matter of completing or reletting the work on Section F, and the method to be pursued by the District therein, be referred to the Committee on Engineering to report to the Board at the earliest practicable moment; and be it

Further ordered, That the Marshal of the District be, and he hereby is, instructed to prevent any interference with said section and any work thereon by said contractors, their agents or employees."

REPORT ON COMMUNICATION AND BILL FROM SMITH & EASTMAN.

The Clerk presented a report from the Chief Engineer in reference to a communication and bill from Smith & Eastman, contractors for Section 14, presented to the Board at the meeting held December 9, 1896, and referred in part to him (page 3668 of the Proceedings), the report setting forth that in regard to item No. 7 of their bill, an offer of two dollars per car had been made by the Board and rejected by the said firm, and in reference to item No. 9, that the matter was not a subject for the adjudication of the Chief Engineer, and with these exceptions disallowing all other claims set forth in the bill; and the report was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the report be received, printed and placed on file, which was carried by a unanimous vote.

The following is

THE REPORT:

"CHICAGO, December 16, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Taking up the extra

claims of Smith & Eastman, contractors for Section 14 of the Main Channel, referred by you on the 9th inst. to the Chief Engineer for adjudication, I have to report as follows:

Item No. 7. The service covered by this item was recognized as a just claim for compensation, but the charge of \$5.00 per car was properly considered as excessive. On September 8th I was authorized by the Committee on Engineering to offer these claimants \$2.00 per car for the use of their tracks, which I did, and the proposition was rejected by them.

Item No. 9 is a claim for interest and is not, in my judgment, subject to the adjudication of the Chief Engineer under the terms of the contract between the parties.

Apart from these two claims every just obligation of this District to the said Smith & Eastman is covered in and by my final certificate of November 5th last, and each and all of said claims are disallowed with the exceptions noted.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

(Two enclosures.)

REPORT IN REFERENCE TO CERTAIN WITHHELD VOUCHERS.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, with reference to and accompanied by two vouchers in favor of Jas. R. B. Van Cleave for the sum of three hundred and thirty-five dollars, and forty-eight and seventy-five one-hundredths dollars, respectively, for copies of documents used in connection with Chicago River survey work, and also accompanied by letter from Chief Engineer ordering said copies, the report recommending that the vouchers be ordered paid, and setting forth that, in view of the fact that no authority was given by the Board or any Committee to order such work done, in the future authority should first be obtained from the Board, or proper Committee, where any work is undertaken where expenses are incurred; and the report was read.

Mr. Wenter, seconded by Mr. Smyth, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter,

Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, December 16, 1896.

To the Honorable, the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—The Committee on Finance transmits herewith to the Board a copy of a letter from the Chief Engineer ordering certain work to be done in the City Clerk's office pertaining to the Chicago River.

With this letter we submit for the approval of the Board two vouchers in the sum of three hundred and thirty-five dollars (\$335) and forty-eight and 75-100 dollars (\$48.75), respectively, and recommend that they be ordered paid.

These vouchers are for the work performed, ordered by the Chief Engineer, Isham Randolph, and were retained for some time by this Committee for the reason that there was no authority given by the Board or Committee to order this work done.

We would recommend in the future where any work is undertaken, where expenses are incurred in, that authority to do so should first be obtained from the Board or the proper Committee to which the work is germane.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
Z R. CARTER,
THOMAS A. SMYTH,
Committee on Finance."

(Three enclosures.)

PROGRESS REPORT ON ANNUAL MESSAGE OF PRESIDENT KELLY.

Mr. Wenter, Chairman, on behalf of the Committee on Finance, made a verbal report in reference to President Kelly's annual message, referred in part to that Committee at the meeting held December 9, 1896 (page 3658 of the Proceedings), stating that the Committee was not yet ready to make further report in the matter, but would do so in one week from to-day.

REPORT ON REORGANIZATION OF ENGINEERING DEPARTMENT.

Mr. Braden, Chairman, presented a report from the Joint Committee on Engineering and Finance, recommending the reorganization of the Engineering Department, as set forth in the report, and pursuant to the order passed by the Board October 21, 1896 (page 3571 of the Proceedings); and the report was read.

Mr. Jones, seconded by Mr. Boldenweck, moved that the report be adopted, printed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, December 16, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully report to your Honorable Body that, pursuant to the order of October 21, 1896, relative to the reducing of the force in the Engineering Department (page 3571 of Proceedings), they have taken up the question of so reducing the force, acting under the advice and with the assistance of the Chief Engineer, and recommend that the force in the said Engineering Department be reorganized to include all chiefs and heads of departments as at present, and the following:

- 4 assistant engineers,
- 6 sub-assistant engineers,
- 10 instrument men (one detailed as photographer),
- 7 sub-instrument men,
- 13 rodmen,
- 10 chainmen,
- 5 computers,
- 6 draftsmen on regular work,
- 1 bridge engineer,
- 4 bridge engineers and draftsmen,
- 1 record clerk,
- 1 assistant record clerk,
- 1 clerk,
- 1 stenographer,
- 2 cement men (rank of sub-instrument men),
- 8 men on special service.

All other employments in said department to be discontinued.

And your Committee further report that the Engineering Committee, likewise acting under the advice of the Chief Engineer, have made the selections from the present force to fill the positions above recommended to be retained, and your Committee recommend that said selections be approved.

Respectfully submitted,

(Signed) JOS. C. BRADEN,
Chairman.
THOMAS KELLY,
J. P. MALLETTE,
Z. R. CARTER,
WM. BOLDENWECK,
B. A. ECKHART,
THOMAS A. SMYTH,
ALEX. J. JONES,
FRANK WENTER.

Joint Committee on Engineering and Finance.”

(One enclosure.)

PAYMENT OF CLAIM OF C. C. VEHMMEYER AGAINST CONTRACT ON SECTION F.

Mr. Braden, Chairman, presented a report from the Committee on Engineering with reference to the claim of C. C. Vehmeyer (now deceased) for \$832.42, presented and referred to the Committee on Judiciary at the meeting of the Board held August 5, 1896 (page 3465 of the Proceedings), and reported on by said Committee at the meeting held August 12, 1896 (page 3475 of the Proceedings), the report recommending that the Attorney and Chief Engineer be authorized to recognize said claim as a labor claim under said order, and pay same to the legal representatives of C. C. Vehmeyer, deceased; and the report was read.

Mr. Braden, seconded by Mr. Mallette, moved that the report be adopted, printed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, December 16, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on

Engineering would respectfully report to your Honorable Body that, in the matter of the payment of labor on Section F, it has been represented to your Committee that the claim of C. C. Vehmeyer (now deceased) for \$832.42, presented at the meeting of the Board of Trustees of August 5, 1896, (page 3465 of Proceedings) and referred to the Committee on Judiciary on that date, and reported upon by said Committee at the meeting of said Board of August 12, 1896, (page 3475 of Proceedings) is a claim consisting of a number of claims for labor, and your Committee finding such to be the fact, report the same to your Honorable Body and recommend that said claim be paid as a payment of labor under the order of the Board of Trustees of October 1, 1896, authorizing the payment of certain labor on Section F (page 3544 of Proceedings), and that the Attorney and Chief Engineer be and they are hereby authorized and directed to recognize said claims as a labor claim under said order and pay the same, to the amount of said \$832.42, to the legal representatives of C. C. Vehmeyer, deceased.

Respectfully submitted,

(Signed)

JOS. C. BRADEN,
Chairman.

ALEX. J. JONES.

WM. BOLDENWECK,

Z. R. CARTER,

B. A. ECKHART,

J. P. MALLETT,

THOMAS A. SMYTH,

FRANK WENTER,

THOMAS KELLY,

Committee on Engineering."

REPORT IN REFERENCE TO PENDING
CLAIMS AND PAYMENT OF RESERVE ON
CONTRACT FOR SECTION 14.

Mr. Braden, Chairman, presented a report from the Joint Committee on Engineering and Finance, in reference to and accompanied by certificate of the Chief Engineer as to completion of Section 14, and also in reference to pending claims against the contractors on said section, the report recommending that sums for several amounts claimed, with costs as set forth, aggregating \$39,549.18, be retained from final payment until the said claims are settled or adjudicated, or until the further order of the Board, and that the sum of \$67,963.86 be paid to Smith & Eastman, contractors on said section, as final payment in war-

rant, drawn against the tax levy of 1896, under conditions and stipulations as set forth in the report, and that the several sums retained be considered as being issued on this date; the report further setting forth that said contractors have brought suit against the District for alleged breach of contract and make claim for various extras and damages, but that the Committee advise, on the opinion of the Attorney, that the District has no right to withhold payment of the amount shown to be due by the Chief Engineer's certificate by reason of said claims made by said contractors; and the report was read.

Mr. Braden, seconded by Mr. Mallette, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Jones, Kelly, Mallette, Smyth and Wenter—eight. Nays—Mr. Eckhart—one.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, December 14, 1896.

*To the Honorable, the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Joint Committee on Engineering and Finance would respectfully report to your Honorable Body that they have under consideration the subject matter of the completion of Section 14 of the Main Channel, represented to be completed, in connection with the consideration of other sections, and the making of a final payment to Smith & Eastman, contractors on said section, upon the final certificate by the Chief Engineer; and with reference to the general questions surrounding the matter of final payment, have considered said section in the same category as the sections reported upon by your Committee at your meeting of November 11, 1896 (page 3596 of Proceedings), reference to which report is hereby made, and the same made a part hereof as far as applicable; and your Committee find that said section has been completed and final certificate issued by the Chief Engineer evidencing final completion.

And your Committee further report that, acting upon a report made to your Committee by the Committee on Judiciary, they find regarding the various claims and litigations that the District

has been made a party to the several suits following :

Baxter versus Smith et al., suit for damages for twenty-five thousand (\$25,000) dollars, for personal injury, pending in the United States Circuit Court.

Baxter versus Smith et al., for the same injury, in the Superior Court of Cook County, for the same amount.

Gates Iron Works versus Smith et al., suit in the Circuit Court of Cook County, in the nature of a creditor's bill, claiming five thousand six hundred fifty and forty-eight one hundredths (\$5,650.48) dollars).

Bates Machine Company versus Smith et al., suit in Will County Circuit Court, in the nature of a creditor's bill, claiming eight thousand five hundred ninety-eight and seventy one-hundredths (\$8,518.70) dollars.

The aggregate of all of said claims, considering the claims in the two suits brought by Baxter as one, being thirty-nine thousand two hundred forty-nine and eighteen one-hundredths (\$39,249.18) dollars, which amount, with costs of suits, would be all that the District in any contingency would be compelled to pay.

Under the provisions of the contract the District may, in making final payment to contractors, retain such amounts from such final payment as may be necessary to protect it from said suits, and is also given the power to settle same. Your Committee is of opinion that, as to these matters, there should be retained the several amounts claimed, allowing one hundred (\$100.00) for costs in each of said suits, making a total of thirty-nine thousand five hundred forty-nine and eighteen one-hundredths (\$39,549.18) dollars, until said claims are settled or adjudicated or until the further order of the Board.

In addition to the above claims made by third parties, said contractors have brought suit against the District, in the Circuit Court of Cook County, for alleged breach of contract, and also make claim for various extras and damages for which the contractors allege they are entitled to receive payment.

And your Committee advise, upon the opinion of the Attorney, that the District has no legal right to withhold the payment of the amount shown to be due by said Engineer's certificate by reason of said claim made by said contractors against the District.

Your Committee, therefore, present the said certificate of the Chief Engineer issued by him to said Smith & Eastman upon said Section 14 for the balance of one hundred seven thousand five hundred thirteen and four one-hundredths (\$107,513.04) dollars, and recommend that there be deducted therefrom the sum of thirty-nine thousand five hundred forty-nine and eighteen one-hundredths (\$39,549.18) dollars, aforesaid, and that the balance of sixty-seven thousand nine hundred sixty-three eighty-six one-hundredths (\$67,963.86) dollars be paid to said Smith & Eastman upon said certificate upon their filing with the Clerk proper receipts and satisfaction to the District, such payments to be made upon the voucher of the Chief Engineer on account of the reserve percentage, in tax warrants drawn against the tax levy of 1896, in the usual form, with interest coupons drawing 6 per cent per annum, and that the several amounts retained on account of the suits aforesaid, amounting to thirty-nine thousand five hundred forty-nine and eighteen one-hundredths (\$39,549.18) dollars be retained until the respective claims are settled or adjudicated or until the further order of the Board, under the provisions of the contract, and such sums subject to such retention to be considered as being issued on this date.

Respectfully submitted,

(Signed) JOS. C. BRADEN,
Chairman.
FRANK WENTER,
THOMAS KELLY,
Z. R. CARTER,
WM. BOLDENWECK,
THOMAS A. SMYTH,
J. P. MALLETT,
ALEX. J. JONES,

Joint Committee on Engineering and Finance."

(One enclosure.)

The following is

THE CERTIFICATE OF THE CHIEF ENGINEER:

Section 14 —

"CHICAGO, November 5, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I hereby certify that Smith & Eastman, contractors for Sec-

tion 14 of the Main Channel, which contract was purchased by them, when sold under a decree of court, January 15th, 1894, have completed all of the work covered by their contract for said section, save as hereinafter excepted, in accordance with the contract, and with the amendments thereto, made by your Honorable Board and accepted by the said Smith & Eastman, to the full satisfaction of the Chief Engineer; except that under the change of plan whereby, on the advice of the Chief Engineer, concrete masonry was substituted for the dry rubble wall provided for in the original contract an agreement as to price to be paid for said concrete masonry was not and could not be arrived at between the said contractors and this District, and therefore under the terms of the said contract, made to meet such a contingency as then arose, the work of building concrete walls involving the cost of all labor and materials was awarded, after legal advertisement, to other contractors, and Smith & Eastman were thereby released from all liability to this District for the erection of said walls. This certificate is subject to any unaccrued or unmatured liabilities or duties arising or growing out of said contract.

The total amount of work done by them is as follows:

Glacial drift, 167,046 cu. yds. at 20c....	\$ 33,409 20
Glacial drift, 213,119 cu. yds. at 36c...	76,722 84
Solid rock, 1,016,425 cu. yds. at 73c...	741,990 25

Total amount earned under contract.....	\$ 852,122 29
Total amount paid on account of contract.....	744,609 25

Total amount due and unpaid....	\$ 107,513 04
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Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

PROGRESS REPORT ON ANNUAL MESSAGE OF PRESIDENT ECKHART.

Mr. Jones, on behalf of the Committee on Engineering, made a verbal report in reference to the annual message of President Eckhart, referred to that Committee at the meeting held December 8, 1896 (page 3648 of the Proceedings), stating that the Committee was not yet ready to report and asking for an extension of time of one week, which was granted by unanimous consent.

ORDER IN REFERENCE TO APPEAL IN CASE OF JOHN A. COOK VS. SANITARY DISTRICT OF CHICAGO.

Mr. Mallette presented an order in reference to the matter of an appeal from the decision of the Appellate Court of Illinois for the First District, in the case

of John A. Cook vs. Sanitary District of Chicago, directing that the same be referred to the Committee on Judiciary, with power to act, including power to authorize the execution of an appeal bond, if necessary; and the order was read.

Mr. Mallette, seconded by Mr. Boldenweck, moved that the order be adopted.

The motion prevailed unanimously, and the President declared the order adopted.

The following is

THE ORDER:

"Ordered, That the matter of an appeal from the decision of the Appellate Court of Illinois for the First District, in the case of John A. Cook versus Sanitary District of Chicago, be, and the same is, hereby referred to the Committee on Judiciary, with power to act, including the power to authorize the execution of such an appeal bond, if any, as may be required by the Court."

VERBATIM REPORT OF MEETINGS OF COMMITTEE ON ENGINEERING.

Mr. Jones presented an order directing that the Chairman of the Committee on Engineering be authorized to employ such stenographic services as may be necessary to make and prepare complete verbatim reports of the proceedings of all meetings of the Committee on Engineering, and the order was read.

Mr. Jones, seconded by Mr. Mallette, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Braden, Eckhart, Jones and Mallette—four. Nays—Messrs. Boldenweck, Carter, Kelly, Smyth and Wenter—five.

Upon which result the President declared the motion lost.

The following is

THE ORDER:

"Ordered, That the Committee on Engineering be authorized in its discretion to cause a verbatim report to be made of the proceedings of all its meetings, and that the Chairman thereof be empowered to employ such stenographic services as may be necessary to make such report and to promptly prepare copies thereof."

ADJOURNMENT.

On motion of Mr. Boldenweck, seconded by Mr. Wenter, the Board then adjourned.


CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

DECEMBER 23, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees of
the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and thirty-fifth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, December 23, 1896, at 2:00 o'clock P. M.

President Kelly called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven members were present, Mr. Jones arriving subsequently.

MINUTES.

The minutes of the regular meeting held December 16, 1896, were approved as printed, on motion of Mr. Boldenweck, seconded by Mr. Smyth.

VOUCHERS:

The Clerk presented the following vouchers:

ENGINEERING DEPARTMENT.

Jas. R. B. Van Cleave (copies of documents).....	\$ 335 00
Jas. R. B. Van Cleave (copies of documents).....	48 75
Isham Randolph (expense).....	106 30
	————— \$ 490 05

CLERICAL DEPARTMENT.

Cameron, Amberg & Co. (printing).....	\$	3 00
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LAW DEPARTMENT.

W. M. McEwen (expense).....	\$	149 65
W. M. McEwen (expense).....		1,170 70
	\$	1,320 35

GENERAL ACCOUNT.

Chicago Edison Company (electric lighting).....	\$	88 73
Total.....	\$	1,902 13

ENGINEERING DEPARTMENT.

**Construction Account—*

Griffiths & McDermott (Section 1, December 16, 1896).....	\$11,644 94
The Qualey Construction Company (Section 5, December 16, 1896)..<	7,074 37
Wright, Meysenburg, Sinclair & Carry (Section 15, December 16, 1896)	1,206 72
Heldmaier & Neu (Section A, December 16, 1896).....	10,504 38
Heldmaier & Neu (Section B, December 16, 1896).....	1,246 87
Western Dredging and Improvement Company (Section C, December 16, 1896).....	2,056 25
E. D. Smith & Co. (Section D, December 16, 1896).....	2 646 69
Gahan & Byrne (Section G, December 16, 1896).....	2,695 98
Gahan & Byrne (Section H, December 16, 1896).....	3 994 02
Hayes Bros. et al. (Section N, December 16, 1896).....	2,664 75
McMahon & Montgomery Company et al. (Section O, December 16, 1896)	1,406 05
The Qualey Construction Company (Section 5, extra, slide, December 16, 1896).....	2,789 50
Mason, Hoge, King & Co. (Section 8, extra tunnel, December 16, 1896).....	733 65
Daniel Sullivan (Romeo highway improvement, December 16, 1896)	471 80
	\$ 51,135 97
Grand total.....	\$ 53,038 10

* Paid by warrants, with interest coupons attached, drawn against the tax levy for 1896.

Mr. Boldenweck, seconded by Mr. Braden, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result, the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending December 19, 1896, which was read and, by unani-

mous consent, was ordered printed and placed on file

The following is

THE REPORT:

“CHICAGO, December 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending December 19, 1896, as the same have been reported to me:

Engineering department.....	116
Pumping plants.....	23
Clerical department.....	5
Law department.....	7

Treasury department.....	1
Police department.....	29
Towpath force.....	1
Telephone operator.....	1
Total employes.....	183

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk "

PAYMENT OF SUNDRY BILLS AUTHORIZED.

The Clerk presented a report from the Chief Engineer, asking approval of the payment of sundry bills for supplies, etc., necessarily contracted, as set forth in the report; and the report was read.

Mr. Boldenweck, seconded by Mr. Carter, moved that the report be approved, printed, and that the payment of the bills as set forth therein be authorized.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Kelly, Smyth and Wenter—seven. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT :

"CHICAGO, Dec. 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I have to ask your approval of payment of the following unauthorized bills necessarily contracted in the execution of the work:

J. M. Abbitt, supplies for Willow Springs office.....	\$22 32
Geo. B. Carpenter, pitch and oakum for use in regulating works.....	28 75
Chicago Towel Supply Company, towel service for November....	4 90
R. Seelig, repairing of instruments	1 35
Sweet, Wallach & Co., photographic supplies.....	2 25
Henry Gebhart, carpenter repairs.	2 50
Chas. Werner, Joliet, livery bill, board of Sanitary District teams, etc.	39 25

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

PAYMENT FOR SUPPLIES AND RENTAL OF PUMPS ON SECTION 4.

The Clerk presented a report from the Chief Engineer, asking authorization of the payment of certain bills incurred in the purchase of necessary supplies and

the rental of pumps on Section 4, amounting to about \$1,500; and the report was read.

Mr. Wenter, seconded by Mr. Boldenweck moved that the report be printed and referred to the Joint Committee on Engineering and Finance.

The motion prevailed unanimously, and it was so ordered.

The following is

THE REPORT:

"CHICAGO, December 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—During the time that we were operating the pumps on Section 4, I purchased the necessary coal and other supplies for keeping them in operation, but have no authority from your Honorable Body for turning in vouchers for the same, nor had you passed any order authorizing the renting of the pumps, which were running on Section 4. The rental of the pumps and the supplies furnished, amounts in the neighborhood of \$1,500, with one or two bills out, so that I do not know the exact amount. I therefore ask you to pass an order authorizing the payment of these bills.

Respectfully submitted,

(Signed) ISHAM RANDOLPH,
Chief Engineer."

PAYMENT OF MATURING BONDS AND INTEREST.

Mr. Wenter, Chairman presented a report from the Committee on Finance, authorizing the Clerk to draw a warrant in favor of the Treasurer of the District for the sum of \$628,500, to be used by said Treasurer in the payment of the principal and interest of certain bonds maturing January 1, 1897, as set forth in the report; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, December 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Fi-

nance would respectfully report in the matter of the bonds and interest thereon of the District, the following amounts are due and payable January 1, 1897:

Second issue of Bonds, third installments.....	\$ 150,000 00	
Fourth issue of Bonds, second installments...	200,000 00	
Fifth issue of Bonds, first installments.....	40,000 00	
Bonds.....		\$ 390,000 00
Second issue, 6 month's interest on \$2,700,000 at 5 per cent.....	\$ 67,500 00	
Third issue, 6 month's interest on \$2,700,000 at 5 per cent.....	67,500 00	
Fourth issue, 6 month's interest on \$3,800,000 at 4½ per cent.....	85,500 00	
Fifth issue, 6 month's interest on \$800,000 at 4½ per cent.....	18,000 00	
Interest.....		\$ 238,500 00
Total.....		\$ 628,500 00

And your Committee, therefore, recommend that a warrant be drawn by the Clerk in favor of the Treasurer of the District for the said sum of six hundred twenty-eight thousand five hundred (\$628,500.00) dollars, to be charged to the bond interest and premium account, and used by said Treasurer in the payment of the said installments of bonds and of the respective of interest falling due January 1, 1897, as aforesaid, upon the production and cancellation of the bonds and interest coupons, evidencing the same respectively, and that he be authorized and directed to that end.

(Signed) FRANK WENTER,
Chairman.
Z. R. CARTER,
THOMAS A. SMYTH,
Committee on Finance."

PROGRESS REPORT ON ANNUAL MESSAGE OF PRESIDENT KELLY.

Mr. Wenter, Chairman, on behalf of the Committee on Finance, made a verbal report in reference to President Kelly's annual message, referred in part to that Committee at the meeting held December 9, 1896 (page 3658 of the proceedings), stating that the Committee was not yet ready to make further report in the matter, but would do so at the next meeting of the Board.

ORDER IN REFERENCE TO LEASES WITH TIMOTHY CARROLL AND JOHN McCaffery.

Mr. Wenter, on behalf of the Commit-

tee on Finance, presented an order that the Clerk of the District be instructed to notify Timothy Carroll of the election of the District to extend the term of the leasing of certain premises for an additional year from December 8, 1896; and also directing that on the expiration of the lease of a portion of the premises at Nos. 3541 and 3543 Daly street, Chicago, from John McCaffery, said premises be entirely vacated by the District and surrendered to the heirs or proper legal representatives of said John McCaffery, now deceased; and the order was read.

Mr. Wenter, seconded by Mr. Smyth, moved that the order be adopted.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Smyth and Wenter—eight. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

"Ordered, In the matter of the lease of a tract of land 75 feet by 200 feet in the northwest quarter of Section thirteen (13), Township thirty-seven (37) North, Range eleven (11), East of the Third Principal Meridian, from Timothy Carroll, under written lease of the date of December 8, 1892, pursuant to a provision therein for the renewal thereof, that the Clerk of the District be, and he hereby is, instructed to notify said Timothy Carroll of the election of the District to extend the term of the leasing of said premises for an additional year from December 8, 1896, upon the terms of said original lease.

Be it Ordered Further, That in the matter of the lease of the portion of the premises of Nos. 3541 and 3543 Daly street, Chicago, Illinois, from John McCaffery, under lease of February 26, 1894, expiring February 28, 1897, that said premises be entirely vacated by the District at the expiration of said term, and the premises surrendered to the heirs or proper legal representatives of said John McCaffery now deceased."

ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Jones, the Board then adjourned.


CLERK.

PROCEEDINGS
—OF THE—
BOARD OF TRUSTEES
—OF THE—
SANITARY DISTRICT OF CHICAGO.

DECEMBER 30, 1896.

OFFICIAL RECORD.

*(Published by authority of the Board of Trustees of
the Sanitary District of Chicago.)*

REGULAR MEETING.

The three hundred and thirty-sixth regular meeting of the Board of Trustees of the Sanitary District of Chicago, was held in their rooms, Rialto Building, Wednesday, December 30, 1896, at 2:00 o'clock P. M.

President Kelly called the Board to order.

On roll-call Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine members were present.

MINUTES.

The minutes of the regular meeting held December 23, 1896, were approved

as printed, on motion of Mr. Boldenweck, seconded by Mr. Smyth.

VOUCHERS.

The Clerk presented the following vouchers:

Pay Rolls.

Chief Engineer's roll,	
December 31, 1896...	\$ 1,216 67
Division of Construction roll, December 31, 1896.....	3,761 47
Division of Drafting and Designing roll, December 31, 1896...	1,927 50
Division of Records roll, December 31, 1896.....	657 00
Special Service roll, December 31, 1896....	2 222 40
Discharged mens' roll, December 31, 1896...	1,349 35

Discharged mens' roll,	
December 31, 1896...	\$ 160 83
Discharged mens' roll,	
December 31, 1896...	558 27
	<hr/>
	\$11,853 49
Clerical Dept.—Clerk's	
roll, December 31,	
1896.....	908 34
Treasury Dept.—Treas-	
urer's roll, December	
31, 1896.....	166 66
Law Dept.—Attorney's	
roll, December 31,	
1896.....	\$1,065 00
Law Dept.—Joliet roll,	
December 31, 1896...	583 33
	<hr/>
	\$ 1,648 33
General Account—Gen-	
eral roll, December	
31, 1896.....	\$ 60 00
General Account—Tow-	
path roll, December	
31, 1896.....	60 00
General Account—Trus-	
tees' roll, December	
31, 1896.....	2,333 33
	<hr/>
	\$ 2,453 33
Police Dept.—Marshal's	
roll, December 31,	
1896.....	2,448 36
Pumping Plants—Reg-	
ular.....	\$ 675 00
Pumping Plants—Dis-	
charge roll, Decem-	
ber 31, 1896.....	508 30
	<hr/>
	\$ 1,183 30
Total.....	<hr/>
	\$20,661 81

LAW DEPARTMENT.

W. M. McEwen (ex-	
pert witness fees)...	\$ 1 616 25
Total.....	<hr/>
	\$22 278 06

Mr. Boldenweck, seconded by Mr. Wenter, moved that the vouchers as read and shown above be approved and ordered paid.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result, the President declared the motion carried.

WEEKLY REPORT ON EMPLOYEES.

The Clerk presented a report, in accordance with the Rules, showing the number of persons in the employ of the District for the week ending December

26, 1896, which was read and, by unanimous consent, was ordered printed and placed on file

The following is

THE REPORT:

"CHICAGO, December 30, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I beg leave to report herewith the number of employes in each department for the week ending December 26, 1896, as the same have been reported to me:

Engineering department.....	88
Pumping plants.....	9
Clerical department.....	5
Law department.....	7
Treasury department.....	1
Police department.....	29
Towpath force.....	1
Telephone operator.....	1

Total employes..... 141

Respectfully submitted,

(Signed) JAS. REDDICK,
Clerk."

MONTHLY REPORT FROM ENGINEERING DEPARTMENT.

The Clerk presented a report from the Engineering Department for the month of November, 1896, which was read, and, by unanimous consent, was ordered printed and placed on file.

The following is

THE REPORT:

"CHICAGO, Dec. 29, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—I herewith transmit the report of the Divisions of Construction, and Drafting and Designing, showing the detailed operations of the Engineering Department for the month of November, 1896; also a classified statement of expenses to Dec. 1st, 1896.

Salaries.....	\$ 15,362 57
Supplies.....	2,817 86
Contractor's estimates, regular (including final estimates amounting to \$101, 122.94).....	238,128 81
Contractor's estimates, collateral.....	5,477 96

Total..... \$ 261,787 20

I estimate the expenses of the Depart

ment for the month of December will be \$125,000.00.

Respectfully submitted,

(Signed)

ISHAM RANDOLPH,

Chief Engineer."

—
"CHICAGO, Dec. 21st, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—Herewith I beg to submit my report of the work of construction for the month of November, accompanied by the usual tabulated statements showing its condition up to the 1st inst.

The weather was generally favorable for the season of the year, the thermometer ranging between 14 and 70 degrees. Rain fell on six days and the temperature fell below the freezing point from the 27th to the end of the month.

The value of the work done during the month amounted to \$165,661.70, consisting of 337,043 cubic yards of glacial drift, 62,468 cubic yards of solid rock and 6,621 2-10 cubic yards of retaining wall masonry.

Section O. Work on this section was continued in the usual manner, yielding an estimate of 40,852 cubic yards. The material was disposed of as during the preceding month and the daily average output was also about the same.

Section N returns an estimate of 29,561 cubic yards, of which 16,334 yards were handled with an Osgood steam shovel and incline in 19½ shifts—an average of a little over 887 yards per shift and the balance was taken out with wheel scrapers, averaging about 30 cubic yards per day.

Sections M and L and I and K are completed.

Section H has an estimate for 16,789 cubic yards, most of which was for slides removed from the slopes. The steam shovel and incline plant moved to the west end of the section was not gotten into shape until quite late in the month and so little was done that no estimate was made, but the quantity will be measured and returned in the next regular estimate.

Section G is credited with an estimate

for 29,682 cubic yards of excavation, 23,911 yards of which were handled with the steam shovel and steel incline plant in 49 shifts—an average of about 489 cubic yards per shift. The balance, 5,771 cubic yards, were taken out by wheel scrapers.

Section F. The steam shovel at the east end of the section continued working occasional day shifts until the 13th, when all work on the section was suspended and on the 18th the pumping apparatus was stopped and so remained at the end of the month. The output was 2,724 cubic yards of excavation in 11 shifts—an average of a little more than 247 yards per shift.

Section E. Two steam shovels and inclines were employed on this section. Their output for the 69½ shifts operated was 41,763 cubic yards, an average of a little over 600 yards per shift. A careful remeasurement of the work, however, disclosed a previous over-estimate of 8,173 cubic yards. The above output was therefore correspondingly reduced, leaving the net estimate 33,585 cubic yards allowed for the month of November.

Section D. A remeasurement on this section increases the quantity of glacial drift moved by cars, (as stated in the last report) to the amount of 220 cubic yards.

The regular output of the cableway for the month was 3,676 cubic yards of glacial drift and 7,268 cubic yards of solid rock—a total of 10,944 cubic yards that were taken out in 25 shifts—an average of 431 yards per shift.

Section C yielded an output of 32,300 cubic yards for the month of November. This material was excavated with three steam shovels in 79½ shifts—an average of 406 yards per shift.

Section B is well along toward completion. The work done during the month was principally in cleaning up the slopes and taking the solid rock out of the bottom of the Channel where it rises slightly above grade in a few places. The monthly estimate returns for this section 5,200 cubic yards of glacial drift and 5,400 cubic yards of solid rock.

Section A continues to reduce its delinquency and is credited with 104,700 cubic yards of glacial drift excavation. Of this quantity 2,800 cubic yards were taken out

by team forces and the remainder with steam shovels, as follows:

Steam Shovel.	Number of Shifts.	No. of Cubic Yds.	Average per shift.	Method of Handling.
No. 48	31½	2,200	629	Incline Hoist.
No. 59	25½	25,200	988	Incline Hoist.
No. 140	20½	7,200	351	Incline Hoist.
No. 61	7½	2,600	347	Incline Hoist.
No. 1	40½	27,600	681	Gould's Conveyor.
No. 2	41	30,800	751	Gould's Conveyor.
Dredge	47	6,300	134	Cast in revetment.
Total.	185½	101,900	549	

Section 1. The monthly output on this section was 15,600 cubic yards of glacial drift, 21,600 cubic yards of solid rock and 5,970 cubic yards of retaining wall masonry. The glacial drift was excavated with a steam shovel in 27½ shifts, averaging 567 yards per shift. Fifteen thousand five hundred cubic yards of solid rock were taken out with cantilevers in 45 shifts, an average of 344 yards per shift, and the balance—6,000 yards—was taken out by quarry forces. The retaining wall masonry was laid with three setting derricks in 68 shifts, an average of nearly 88 cubic yards each per shift.

Sections 2 to 4 inclusive are completed.

Section 5. The retaining wall masonry on this section is finished with the exception of that portion carried away by the slide, which is well advanced in rebuilding and the cleaning up of the rock excavation to grade is nearly completed. The rock excavation done during the month amounted to 20,200 cubic yards.

Sections 6 to 14. Final vouchers have been given on these sections with the exception of the retaining walls on Section 14. Of this retaining wall masonry 480 cubic yards were laid during the month, making the total yardage laid up to this time 13,740 cubic yards, and leaving a balance of 9,760 cubic yards yet to be done.

Section 15 has an estimate for the month of 3,000 cubic yards of glacial drift, 8,000 cubic yards of solid rock and 171.2 cubic yards of retaining wall masonry, which about completes the section.

Respectfully submitted,

(Signed)

U. W. WESTON,

Supt. of Construction."

"CHICAGO, Dec. 11, 1896.

Isham Randolph Esq., Chief Engineer:

DEAR SIR—The work of the Division of Drafting and Designing for the month of November was as follows:

The work on the Regulating Works and Tail Race was continued. The construction of the sluice gates is nearly completed. Considerable time has been given to the investigation of the merits of the different Joliet projects.

The survey party was occupied most of the month on surveys of Rock River and DuPage River Valleys and getting Joliet survey up to date, and some time was devoted to the survey of the North Branch.

Tracings were made of the details of Western avenue bridge. Design finished and detail plans started for the Atchison, Topeka and Santa Fe Railway bridge across Main Channel at LeMoine. Designs for the Atchison, Topeka and Santa Fe Railway bridges at Twenty-sixth and Canal streets were begun.

Some time was given to hydraulic data pertaining to the Chicago, Desplaines and Illinois Rivers and to Lake Michigan.

Miscellaneous work was done pertaining to plans for improving the South Branch, inspection of Main Channel and the improvement of Stock Yards slip.

The testing of cement for use in the retaining walls and Regulating Works was continued, as was also the work of preparing record photographs and maintenance of water gauges.

The regular platting was continued on the following maps: The water shed map of Chicago and vicinity, the two contour maps between Lemont and Joliet and the 200-foot scale map of the Chicago River.

The following drawings were made: Two tracings of the Chicago River near Canal street; map of Joliet showing proposed right of way for Joliet project; tracing of sheet No. 7, North Branch survey; tracings of Chicago River showing dock line; tracing of sewage map of Chicago, and tracing of map of Joliet and vicinity.

The expenses for December will be approximately the same as for November.

Respectfully submitted,

(Signed)

THOS. T. JOHNSTON,

Assistant Chief Engineer."

CLASSIFICATION.

	Eng. Expenses.		Construction.		Total for Month.		Total to Date.	
	Salaries.	Supplies, Etc.	Regular.	Extra.	Eng. Expenses.	Construction	Eng. Expenses.	Construction
Preliminary Sundries.....							\$120,633 75.	
Locating Route Main Channel.....							\$2,252 94.	
Boring and Test Pits.....	\$ 390 10	\$ 69 25			\$ 459 35		17,461 50	
Maps and Plans for General Use of Sanitary District.....	723 93	\$ 104 57					45,289 17	
Chicago River Survey.....	132 30				828 50		49,835 56	
Right of Way.....	87 50	50 00			132 30		22,478 49	
Flood Measurements.....	262 50	54 97			138 10		23,169 31	
Disposal Works at Lockport.....	853 47	4 54			317 47		30,449 40	\$ 63,693 45
Joliet Project.....	9,377 87	513 29	\$ 234,334 46		857 97			
Regular Construction—Main Channel and River Diversion.....					9,891 16	\$234,334 46	405,948 14	16,249,610 44
Extra Work—Main Channel.....				\$ 4,700 00		4,700 00		83,250 15
Extra Work—River Diversion.....							9,723 42	323,574 23
Levees, Trestles and Embankments.....							1,012 75	201,985 25
Spillway.....							1,734 91	20,518 41
Towpath.....							5,246 01	
Western Stone Co.'s Bridge over Desplaines River, Sec. 10.....							1,157 05	10,029 05
Stephens Street Bridge over Desplaines River, Section 8.....							985 66	22,329 89
A., T. & S. Fe R. R. Co.'s Temporary Bridge over Desplaines River, Sec. 8.....	110 00	8 89			118 89		770 72	18,738 80
A., T. & S. Fe R. R. Co.'s Permanent Bridge over Desplaines River, Sec. 8.....	90 90	14 89			104 89		613 26	
A., T. & S. Fe R. Co.'s Bridge over Main Channel, Sec. 8.....							857 48	
Mt. Forest Foot Bridge over Illinois and Michigan Canal, Sec. A.....	65 00	4 00			69 00		32 17	
A., T. & S. Fe R. Co.'s Bridge over Desplaines River, Sec. F.....	245 00	4 00			249 00		769 68	
A., T. & S. Fe R. Co.'s Bridge over Main Channel, Sec. G.....	65 00	4 03			69 03		692 81	
A., T. & S. Fe R. Co.'s Bridge over Main Channel, Sec. O.....	175 00	3 62			178 62		442 71	4,273 05
Western Ave. Temporary Bridge over Main Channel, Sec. O.....		7 63			7 63		152 97	
South West Boulevard Bridge over Main Channel, Sec. O.....							802 66	
Pan Handle R. R. Co.'s Bridge over Main Channel, Sec. O.....							1,373 63	3,984 54
E. J. & E. R. Co.'s Bridge over Desplaines River, East of Joliet.....		1 52	3,655 94	777 96	1 52	777 96	3,014 73	31,281 00
Repairing and Moving Bridges.....	150 00				150 00	3,035 94	1,103 58	2,055 44
Rebuilding Romeo Highway, Sec. 12.....			738 41			738 41	1,260 13	7,736 19
Office Building at Sag.....							106 34	1,260 92
Saving of Building Sand.....	925 00	44 66					2,839 43	781 63
Mortar, Sand and Cement Tests.....					909 66		19,212 42	
Saving of Dimension Stone.....							1,486 75	11,538 20
Erosion Test.....							287 60	
Temporary Sanitary Relief.....	125 00	38 45			163 45		5,611 39	
Photographs of Works.....							1,220 64	
Public Reports.....							5,283 82	
Measurement of Main Channel.....							1,738 38	
Effect of Main Channel Water on Lake Levels.....							71,947 23	
General Account.....	1,734 90	1,738 99			3,473 89		33,819 40	
Pumping Plant.....								
Totals.....	\$15,302 57	\$2,817 86	\$238,128 81	\$5,477 96	\$18,180 48	\$249,606 77	\$683,145 42	\$16,906,200 14

STATEMENT SHOWING CONDITION OF WORK

CONTRACTORS.

Done, as Per Vouchers, to Nov. 30th.

MAIN CHANNEL.

Sections.		MAIN CHANNEL.		
		Glacial Drift.	Solid Rock.	Retaining Wall.
O	McMahon & Montgomery Co. et al.....	\$1,055,062	.....	.....
N	Hayes Bros. et al.....	319,759	.....	.....
M	The Heidenreich Co.....	728,180	.....	.....
L	The Heidenreich Co.....	1,102,980	.....	.....
K	Christie & Lowe.....	1,149,031	.....	.....
I	Christie & Lowe.....	1,159,384	.....	.....
H	Gahan & Byrne.....	927,290	.....	.....
G	Gahan & Byrne.....	1,357,796	.....	.....
F	Weir, McKechney & Co.....	895,740	.....	.....
E	Angus & Gindele.....	1,327,019	.....	.....
D	E. D. Smith & Co.....	1,889,540	49,019	.....
C	Western Dredging and Improvement Company....	1,727,063	.....	.....
B	Heldmaier & Neu.....	1,542,714	7,400	.....
A	Heldmaier & Neu.....	2,110,775	674	.....
1	Griffiths & McDermott.....	1,152,866	362,600	46,140
2	McArthur Bros.....	721,600	476,300	38,380
3	Gilman & Co.....	425,705	760,778	14,089
4	McArthur Bros.....	1,066,200	259,500	68,050
5	Qualey Construction Company.....	912,000	357,000	53,550
6	Mason, Hoge & Co.....	683,248	549,355	30,361.7
7	Mason, Hoge & Co.....	181,721	890,939	6,179.9
8	Mason, Hoge, King & Co.....	50,170	1,141,131	2,874.9
9	Halvorson, Richards & Co.....	76,692	1,003,769	.....
10	E. D. Smith & Co.....	31,743	1,141,890	.....
11	Mason, Hoge & Co.....	44,021	989,711	.....
12	Mason, Hoge & Co.....	44,030	998,709	9,286.94
13	Mason, Hoge & Co.....	33,810	1,033,665	10,838
14	Smith & Eastman.....	380,165	1,016,425	.....
	Campbell & Dennis.....	.....	4,800	13,740
	Wright, Meysenburg, Sinclair & Carry.....	35,100	644,834	44,811.2
15	E. J. & E. Bridge—Benezette Williams.....	.....	.....	.....
	Romeo Highway—Daniel Sullivan.....	.....	.....	.....
	Christie & Lowe.....	.....	1,238	.....
	Totals.....	\$23,061,404	11,683,737	338,251.64

Cubic Yards.

Main Channel, glacial drift.....	\$23,061,404
Main Channel, solid rock.....	11,683,737
River Diversion, glacial drift.....	1,155,907
River Diversion, solid rock.....	228,918
Retaining wall.....	338,251

Total estimated value of regular contracts.....	\$18,531,627 72
Total value of work done to November 30, 1896, inclusive, as per vouchers.....	17,212,853 55

Total value of work remaining to be vouchered November 30, 1896..... \$ 1,318,774 17

N REGULAR CONTRACTS NOVEMBER 30, 1896.

CUBIC YARDS.					Per cent of Main Channel Excavation Completed.	VALUES.			
396, Inclusive.		Estimated Remaining to be Done.				Work Done in Nov., 1896, as per Vouchers.	Total Work Done to Nov. 30, 1896, Inclusive, as per Vouchers.	Estimated Work Remaining to be Vouchered.	
RIVER DIVERSION.		MAIN CHANNEL.							
Glacial Drift.	Solid Rock.	Glacial Drift.	Solid Rock.	Retaining Wall.					
		\$593,683			62.67	\$ 8,574 72	\$ 220,413 37	\$ 124,370 98	
		794 084			28.71	6,799 03	73,544 57	182,639 32	
					100.		158,015 06		
					100.	344 55	217,287 06		
					100.	4,356 25	287,257 75		
					100.		289,846 00		
		149,809			86.09	4,868 81	268,914 10	43,444 61	
		105,945			92.23	8,310 96	352,182 88	29,664 60	
158,234		192,377	16,724		81.07	803 58	272,827 03	72,112 34	
95,718		488,679	78,765		70.05	9,067 95	386,963 40	187,071 22	
		24,628	56,981		95.95	7,752 90	539,339 72	59,218 44	
162,537		160,318			91.51	7,590 50	444,056 00	40,827 50	
212,486		21,514	5,200		98.31	6,534 00	489,934 00	10,748 78	
128,425		465,733	3,514		81.82	32,064 37	*686,294 20	145,441 94	
5,876		102,908	200,941	8,255	83.30	41,205 40	901,171 26	239,610 83	
29,516			1,000	200	99.92		877,905 98	1,500 00	
					100.		840,952 93		
			1,000	50	99.93		972,222 54	975 00	
		1,900	22,600		98.11	14,847 00	709,180 50	16,875 00	
					100.		717,758 10		
118,647					100.		779,310 69		
97,917	43,102				100.		964,738 33		
57,902	99,399				100.		815,412 00		
40,763	16,873				100.		975,646 80		
30,313	58,276				100.		808,357 00		
5,834	11,268				100.		840,819 20		
11,739					100.		819,388 19		
					100.		852,122 29		
			3,600	9,760		2,333 20	49,705 60	31,176 40	
			2,194		99.68	5,872 08	541,105 70	17,979 86	
						843 90	3,492 50	3,431 15	
						3,492 50	1,441 05	993 95	
							64,247 75	120,752 25	
1,155,907	228,918	\$3,101,578	392,519	18,265	90.86	\$165,661 70	\$17,212,853 55	\$1,318,774 17	

Total value of regular contract work done Nov. 30, 1896, inclusive, as per vouchers.... *\$17,212,853 55

Total value of collateral contract work done to Nov. 30, 1896, inclusive, as per vouchers 1733,588 33

Total value of all construction work done to Nov. 30, 1896..... \$17,946,441 88

Reserved percentages, regular contracts..... \$945,047 39

Current estimates, regular contracts..... 545,035 35

Reserved and current collateral work..... 10,511 91

1,500,594 65

Total paid for construction work to Nov. 30, 1896..... \$16,445,847 23

*Overhaul to Section 1 not included.

†Overhaul to Section 1 included.

‡Including 104,514 cubic yards Collateral Channel.

§Including 27,495 cubic yards Collateral Channel.

REPORT ON COMMUNICATION FROM DR.
N. B. BARTZ.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary in reference to, and accompanied by, communication from Dr. N. B. Bartz, presented and referred to that Committee at the meeting held October 7, 1896, (page 3557 of the Proceedings) and also accompanied by the opinion of the Attorney, submitted to the Committee in regard to the same matter, the report setting forth that the claim had been treated as a labor claim and recommending that the communication and opinion of the Attorney be placed on file; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call, the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the resolution carried.

The following is

THE REPORT:

“CHICAGO, December 28, 1896;

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary, to whom was referred the communication of Dr. N. B. Bartz (page 3557 of Proceedings), would respectfully report that, acting under the instructions of your Committee, the Attorney and Chief Engineer have treated the claim made in said communication as a labor claim, under your order regarding the payment of laborers on Section F (page 3544 of Proceedings), and your Committee, therefore, present herewith said communication and recommend that the same be placed on file, together with the opinion of the Attorney thereon.

Respectfully submitted,

(Signed) J. P. MALLETEE,
Chairman.

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary.”

(Two enclosures.)

REPORT ON NOTICE OF CLAIM OF A. L.
ANDREWS FOR LIEN AGAINST CON-
TRACTORS ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary in reference to, and accompanied by, notice of claim of A. L. Andrews against Messrs. Weir, McKechney & Company, contractors on Section F, for the sum of \$1,022 45 for labor, the report recommending that said claim be received and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice until said claim is settled or until the further order of the Board, subject to the provisions of the contract and any action heretofore or which may be taken by the District thereunder; and the report was read.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted, printed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“CHICAGO, December 23, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk, notice of claim for labor on Section F, against Messrs. Weir, McKechney & Co., contractors on Section F, by A. L. Andrews, for the sum of one thousand twenty-two and forty one-hundredths (\$1,022.40) dollars, and your Committee advise and recommend that said claim should be received and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of the estimates to them should likewise be retained on account of said notice until said claim is settled or adjudicated, or until the further order of the Board, subject, however, to the provisions of the contract between the District and said contractors, and any action heretofore or which may be taken by the District thereunder.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) J. P. MALLETTE,

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary."

(Two enclosures.)

REPORT ON NOTICE OF CLAIM OF CLOSE
& COMPANY FOR LIEN AGAINST CON-
TRACTORS ON SECTION E.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to, and accompanied by, notice of claim by Messrs. Close & Company against Messrs. Angus & Gindele, contractors on Section E, for the sum of \$55.75 for material, the report recommending that said claim be received and stand, together with the other claims filed against said contractors, and that such amounts, if any, which may remain after satisfying the rights of the District under the contract with said contractors on said section accrued, and which may accrue under said contract, be retained on account of said notice until said claim is settled or adjudicated, or until the further order of the Board, such retention to be subject to the provisions of said contract and any action which may be taken by the District thereunder; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, December 28, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk, notice of claim for lien for material furnished by Close & Co. for fifty-five and seventy five one hundredths (\$55.75) dollars, against Angus & Gindele, contractors on Section E of the Main Channel, and your Committee ad-

vise and recommend that said claim should be received and stand together with such other claims as are filed against said contractors and that such amounts, if any, which may remain after satisfying the rights of the District under the contract with said contractors on said section accrued and which may accrue under said contract, be retained on account of said notice until said claim is settled or adjudicated or until the further order of the Board, such retention to be subject to the provisions of said contract and any action which may be taken by the District thereunder.

Respectfully submitted,

(Signed) J. P. MALLETTE,

Chairman.

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary."

(Two enclosures.)

REPORT ON NOTICE OF CLAIM OF W. R.
STUBBS FOR LIEN AGAINST CON-
TRACTORS ON SECTION E.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary, with reference, to and accompanied by, notice of claim for alleged labor said to have been assigned to W. R. Stubbs, for the sum of \$6,110.30 against Messrs. Angus & Gindele, contractors on Section E, the report recommending that said claim be received and stand together with such other claims as are filed against said contractors, and that such amounts, if any which may remain after satisfying the rights of the District under the contract with said contractors on said section accrued, and which may accrue under said contract, be retained on account of said notice until said claim is settled or adjudicated, or until the further order of the Board, such retention to be subject to the provisions of said contract, and any action which may be taken by the District thereunder; and the report was read.

Mr. Mallette, seconded by Mr. Braden, moved that the report be adopted, printed, and the recommendations contained therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, December 28, 1896.

*To the Honorable, the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District, and filed with the Clerk, notice of claim for lien for alleged labor said to have been assigned to W. R. Stubbs, claimant, for the sum of six thousand one hundred ten and thirty one-hundredths (\$6,110.30) dollars, against Angus & Gindele, contractors on Section E of the Main Channel, and your Committee advise and recommend that said claim should be received and stand together with such other claims as are filed against said contractors, and that such amounts, if any, which may remain after satisfying the rights of the District under the contract with said contractor on said section accrued, and which may accrue under said contract, be retained on account of said notice until said claim is settled or adjudicated or until the further order of the Board, such retention to be subject to the provisions of said contract, and any action which may be taken by the District thereunder.

Respectfully submitted,

(Signed)

J. P. MALLETT,

Chairman.

ALEX. J. JONES,

J. C. BRADEN,

Committee on Judiciary."

(One enclosure.)

AUTHORIZATION OF PAYMENT OF LABORERS ON SECTION E.

Mr. Wenter, Chairman, presented a report from the Committee on Finance, setting forth that Messrs. Angus & Gindele, contractors on Section E, have ceased operations under their contract and have failed to pay current labor employed by them upon the said section, and being in default thereof to the amount of \$3,300, have requested the District to act under the power conferred by the contract for the protection of labor, the report advising that the Board has the power to order payment of said labor and charge the sum paid against any unissued or unpaid estimates or any reserved percentage held by the District under said contract or both, and to hold the bond of said contractors for any ultimate loss upon

the contract, and recommending that authority and direction be given the Clerk to proceed under the contract between the District and said contractors to ascertain the amounts due from them to the several laborers on Section E and to pay the same, and that warrants be drawn by the Clerk upon his voucher for such sums as may be necessary to pay such labor and be charged against any unpaid estimate and reserved percentage held by the District under said contract, and that he report in full to the Board; and the report was read.

Mr. Wenter, seconded by Mr. Carter, moved that the report be adopted, printed, and recommendations made therein concurred in, and the Clerk authorized and directed as set forth in the report.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, December 28, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—Your Committee on Finance, acting by the direction of the Committee on Engineering, beg leave to report and show to your Honorable Body that the contractors on Section E, Messrs. Angus & Gindele, have ceased operations under their contract with the District for the excavation of said section, without any apparent intention of resuming work, and have failed to pay the current labor employed by them upon said section, and are in default thereof to the amount of six thousand three hundred (\$6,300.00) dollars; said contractors have signified their inability to pay for such labor, and have requested that the District act under the power conferred by the contract for the protection of labor.

Your Committee further represent that it has always been the policy of the District to protect the laborers directly employed upon the several sections, and have in so doing acted upon the advice of the Law Department; and your committee having considered the present matter of unpaid labor on said section see no reason for making a distinction between it and similar questions which have heretofore arisen in the progress of

the execution of the several contracts; and your committee advise that your Honorable Body has the power to order payment of the labor in question and charge the sum paid against any unissued or unpaid estimates and any reserve percentage held by the District under said contract or both, and to hold the bond given by said contractors for any ultimate loss upon the contract; that while the District in doing this may run the risk of having its action reviewed by courts in which litigation may hereafter become pending, involving matters of said contract, yet your committee advise that the duty of the District to use its power to protect laborers, most of whom are unable to protect themselves, requires that the District take the risk of any such litigation.

Your Committee, therefore, recommend that authority and direction be given to the Clerk of the District to proceed under the contract between the District and Angus & Gindele, and ascertain the amounts due from them to the several laborers on Section E, and to pay the same, and to exercise in the name and behalf of the District all powers under said contract necessary to the payment of said labor, and that warrants be drawn by the Clerk upon his voucher for such sums as may be necessary to pay such labor, and that the same be charged against any unpaid estimate and reserved percentage, as may be determined by the Board, and that he report his proceedings in said matter fully to the Board.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.

Z R. CARTER,
THOMAS A. SMYTH,
Committee on Finance."

CONSIDERATION OF PRESIDENT'S ANNUAL MESSAGE.

Mr. Wenter, Chairman, presented a report from the Committee on Finance in reference to so much of the President's annual message as related to the financial condition of the District and its future demands, referred to that Committee at the meeting held December 9, 1896, (page 3658 of the Proceedings), the report reviewing at length the present financial condition and future requirements of the District, and being accompanied by statement of resources and liabilities to January 1, 1899; statement of comparative cost of Channel as estimated by Worthen and Newton in 1891 and the present Channel under construction; state-

ment of cost of Main Channel and financial condition as to receipts and expenditures from January 18, 1890, to January 1, 1899, inclusive; statement showing cost of work done by years, expenditures for administration, superintendence, etc., and a report of the Chief Engineer to the Chairman of the Finance Committee as to probable requirements of the District to meet the construction account; and the report and accompanying papers were read.

Mr. Wenter also presented a minority report from Mr. Carter of the same Committee, dissenting in part with the details in some of the statements of the majority report, being accompanied by a statement of resources and liabilities from December 1, 1896, to January, 1898, inclusive, and setting forth in conclusion that, if the revenue laws are changed this coming session of the legislature, as generally hoped for, so as to give an approximately fair assessment, the District will have ample funds to complete its work without additional legislation; and the report was read.

Mr. Jones, seconded by Mr. Smyth, moved that the majority and minority reports of the Committee on Finance be printed and referred to the Committee of the Whole Board.

The motion prevailed by a viva voce vote, and it was so ordered.

The following is

THE MAJORITY REPORT:

"CHICAGO, December 30, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Finance to whom was referred so much of the President's message as related to the financial condition of the District and its future demands, respectfully submit the following report for your earnest consideration:

Your Committee transmit herewith a statement showing—

First—The expenditures under the contracts on the Main Channel from Robey street to Lockport, including controlling works.

Second—The expense necessary to complete same as required by law and in conformity with the adopted plans.

Third—The cost of the proposed construction of the tail-race, and the safe conduct of waters from the Main Channel through the City of Joliet.

Fourth—The expense of enlarging the Chicago River so as to give the necessary flow of 300,000 cubic feet of water per minute, as required in the act under which the District was organized.

The requirements enumerated above are absolutely essential before water can be turned into the Channel and be regarded as complete in accordance with law.

The cost of the Main Channel is no longer a matter of estimate or speculation; it is so nearly finished the final cost can be established within a margin of certainty, and there can no longer be any controversy as to its cost.

The construction of bridges for public highways crossing the Main Channel is an item of expenditure that can be determined with practical certainty, as several bridges are now being built, the contract cost of which will serve as a safe guide in making estimates for those to be erected.

The construction of the tail race and cost of conducting the waters of the Main Channel through Joliet, are items of expenditure wherein some difference of opinion as to the exact cost exists, notwithstanding our Engineering Department has given these problems considerable attention during the last four years. The Engineering Department has estimates in its possession of various plans, devised on a basis of the least expenditure, which, with an increased cost, are susceptible of development, thereby greatly increasing the water power created.

The flow of water to be taken care of, and the construction of a channel through Joliet, do not jeopardize the full development of water power, which at some future time may do for Joliet what the great falls of St. Anthony have done for Minneapolis. With an even flow of 300,000 cubic feet per minute, Joliet will secure a steady power, and be no longer dependent upon the uncertainty of the natural flow. Incidental to the great water power possibilities, looms up the navigable channel, which, with the aid of the Federal Government, is regarded as the final consummation of our plans.

The Chicago River is now being deepened near its mouth by the Federal Government, and it is hoped further action will be taken by Congress in reference to widening the same; however, we must bear in

mind the \$700,000 authorized by Congress for its deepening, spreads over the entire river system of the city; hence, some expenditure will be necessary on the part of the Sanitary District, even should the Government apply its funds in the way most favorable to the needs of the Sanitary District.

Your Committee has summed up briefly the various projects under contract and those yet to be contracted for; it has given this matter the most careful consideration, with a view of arriving at the true state of affairs, as we believe your Honorable Body desires to know the exact position it occupies, and what demands can be made upon the financial resources of the District. Summing up briefly, therefore, we may say that the cost of the Main Channel is a fixed fact; that the cost of bridges and highways can be closely estimated; that the cost of constructing the tail-race and conducting the waters of the Main Channel through Joliet, taking the lowest and highest estimate, will not vary more than a few hundred thousand dollars.

It is the hope and the wish of every person in this city that this Channel be completed and put to its usefulness at the earliest possible date. A great deal has been said within the past few years of the benefits this city and the inhabitants thereof will derive from it.

The District is confronted with a serious financial problem. The bonds and interest as they mature will be paid and ample provisions are made to maintain the credit of the Sanitary District. The bonds now outstanding, as well as those that may be sold in the future, are a lien on property within the confines of the Sanitary District, and this great District is almost co-extensive with the limits of the City of Chicago, and all the property therein, of whatever nature, is security for the payment of said bonds. The problem your Committee submits to you is, "How and by what means the \$3,600,000, in excess of revenues in sight, necessary to be expended, can be raised from the resources at your command." You can issue all the bonds that the law allows you; you may anticipate the taxes for 1897, which are collectible in 1898; you may anticipate the taxes of 1898, which is the year the tax levy falls back to one-half of one per cent, and we are still in arrears. Should the

same valuation continue, with a tax levy of but one-half of one per cent, the completion of the Channel would be indefinitely postponed. Your Committee feels in duty bound to lay these plain, simple, but stubborn facts before you.

We submit herewith a statement showing the resources of the District, based on the present valuation, including the 75 per cent of the tax levy of 1897, which can be expended in that year by issuing tax warrants against it.

The liabilities of the Sanitary District, including bonds maturing and interest thereon, the interest on the tax levy warrants of 1897, and the amount necessary to finish the Channel, are itemized with an estimate of the work yet under contract, as submitted by Chief Engineer Isham Randolph. This exhibit shows plainly the least amount required to complete the work. Your Committee cannot find a way to indicate under existing laws how this additional amount necessary to complete this enterprise, within the next two years, can be realized. You have exhausted your bond issue by the constitutional limitation of 5 per cent on the assessed valuation of the property of the District. The additional tax levy of one per cent, granted by the last Legislature, is already anticipated in your resources. The District has no other income; hence, there is but one way to get relief—to go again to the Legislature of Illinois, request an extension of the $1\frac{1}{2}$ per cent tax levy to cover the year 1898, and a taxing power of not less than one per cent for the year 1899.

However, your Committee is not prepared to recommend this course, unless we are to abandon the hope of the possibility of some legislative action this coming session, whereby the valuation of property within the Sanitary District can be made higher, thereby enabling the District to secure relief through the sale of additional bonds. As conditions now exist the valuation in the Sanitary District is about \$240,000,000; and as 5 per cent of the valuation is the constitutional limitation for the issuing of bonds, the District could never float more than about \$11,850,000 at any one time; whereas, were the valuation \$300,000,000, as we had reason to expect, fifteen million of bonds could be sold, three million more than the present bonded indebtedness. With that amount your Board would

not require the additional revenue from taxes for the year 1899. Whatever step your Board may take, it must be one that will result in obtaining the amount needed to complete this Channel without delay. Immediate results in the right direction must be had; otherwise, the mighty enterprise will be delayed for want of \$3,500,000.

Your Committee submits herewith statements as follows:

First—A statement of the resources and liabilities of the Sanitary District for the next two years showing:

Receipts from all sources.

Current liabilities, including bonds to be retired, interest thereon, and interest on tax warrants, due and payable within that period.

Work under contract and prospective work to complete the entire Channel (to carry 300,000 cubic feet of water per minute), from the mouth of the Chicago River to a point below the City of Joliet. (Exhibit A.)

Second—A statement showing the comparative cost of the excavation of a channel estimated by Worthen & Newton and the present Canal. (Exhibit B.)

Third—The net cost of the present Canal complete, in all its details, from the mouth of the Chicago River to a point below Joliet, minus interest paid on bonds and tax warrants, and to be paid within the next two years. (Exhibit C.)

Fourth—A summary of the receipts and expenditures covering the past and contemplated future action, showing:

Total amount of direct tax collectable to January 1st, 1899, inclusive, and the highest amount of bonds that can be issued by the District at any time up to the first of January, 1899, inclusive, taking as a basis the present valuations in the Sanitary District.

Total receipts up to December 1st, 1896, and the prospective receipts and liabilities for the ensuing two years, and the amount required to complete the Channel. (Exhibit D.)

Many opinions are constantly expressed as to the estimated cost of the Channel at the time of the election of the first Trustees in 1889. The first official estimate was made by Chief Engineer Worthen and Consulting Engineer Newton on January

13, 1891 (page 118 of the Proceedings), which was referred to the Committee of the Whole, who reported March 7th, 1891 (page 149 of the Proceedings); this estimate covered only the excavation of a channel from Robey street to a point below Joliet. Retaining walls, right of way, bridges, Desplaines River diversion, and deepening and widening of the South Branch of the Chicago River were omitted, and said estimate was for the smallest channel that the law would allow, that is, depth 14 feet in the earth and 18 feet in the rock, whereas the present Channel now under construction will have a uniform depth of 22 feet of water from Robey street to Lockport, having greater capacity of flow and slower current, thereby being less detrimental to its earth banks.

The contract cost of the entire Channel, and Desplaines River diversion, for excavating material as now under construction from Robey street to Lockport (of which over 90 per cent is completed) is \$19,262,604.63. Add to above amount \$55,118 for Controlling Works connection, \$575,260 for the tail-race, and \$900,000 for construction through the City of Joliet, making a grand total of \$20,792,982.63. The Worthen & Newton estimates referred to placed the amount, for a smaller channel than the present, covering the same distance and items of expense, except retaining walls, at \$22,700,000; by deducting the cost of the present Channel from the foregoing, leaves a balance of \$1,907,017.37 in favor of our Channel, the same being

larger and deeper in every way; therefore the construction of the present Channel proves one thing clearly; the cost does not overrun any of the early estimates based on reliable data, to the contrary, the construction is being done at a less cost.

The total cost of the present Canal, excepting charge for interest on bonds and tax warrants paid, due or to become due, amounts to \$28,482,176.01. This includes departmental expenses up to the first of January, 1899, right of way, construction accounts, bridges, highways, and the deepening of the Chicago River, and all work necessary for the completion of the enterprise.

Your Committee is of the firm belief that the early completion of the Channel is of greater concern to this city and its inhabitants than any other public necessity that may appeal to its citizens. It lies within the physical power of this Board, provided the means are forthcoming, to send a current of water through this Channel before the hands on the dial of time point to 1899. Annexed is a table showing comparative cost of superintendence on construction work; also the report of the Chief Engineer as to the estimated cost of work to be done to complete.

Respectfully submitted,

(Signed) FRANK WENTER,
Chairman.
THOMAS A. SMYTH,
Committee on Finance."

(Six enclosures)

RESOURCES AND LIABILITIES.

December 1st, 1896, to January 1st, 1899, Inclusive.

RESOURCES.

Cash on hand Dec. 1, 1896.....	\$ 549,045 82	
1895 Tax Levy—Balance due (estimated).....	250,000 00	
		\$ 799,045 82
1896 Tax Levy (less delinquents, etc.).....	\$3,480,000 00	
Less warrants issued against.....	1,987,984 51	
		\$1,492 015 49
1897 Tax Levy (less delinquents).....		3,480,000 00
<i>Bonds—Re issue—</i>		
January 15, 1897.....	\$ 800,000 00	
July 15, 1897.....	150,000 00	
January 15, 1898.....	550,000 00	
July 15, 1898.....	150,000 00	
January 1, 1899.....	550,000 00	
		\$2,200,000 00
		\$7,971,061 31

LIABILITIES.

Departmental expenses (25 months).....	\$ 500 000 00
Interest on 1896 and 1897 tax warrants.....	210,000 00

Bonds—To Retire—

January 1, 1897.....	\$390,000 00
July 1, 1897.....	150,000 00
November 1, 1897.....	100,000 00
January 1, 1898.....	430,000 00
July 1, 1898.....	157,500 00
November 1, 1898.....	100 000 00
January 1, 1899.....	457,500 00
	<u>\$1,785,000 00</u>

Bond Interest—

January 1, 1897.....	\$238,500 00
May 1, 1897.....	40,000 00
July 1, 1897.....	245 850 00
November 1, 1897.....	40,000 00
January 1, 1898.....	246,693 75
May 1, 1898.....	37,500 00
July 1, 1898.....	248,268 75
November 1, 1898.....	37,500 00
January 1, 1899.....	248,475 00
	<u>\$1,882,787 50</u>

Total cash items.....	\$3,877,787 50
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Balance available for construction, etc.....	\$1,093,273 81
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Construction and Right of Way—

To complete existing contracts.....	\$2,906,287 60
Bridges—Railroad and highway.....	1,482,257 00
Controlling Works connections.....	55,118 00
Tail race.....	425,260 00
End of tail race to upper basin.....	150,000 00
Upper basin through Joliet.....	1,760 000 00
Chicago River improvement.....	500,000 00
	<u>\$7 278 922 60</u>

\$3,185,648 79

Contingencies.....	500,000 00
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Balance required to complete.....	<u>\$3,685,648 79</u>
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STATEMENT OF COMPARATIVE COST OF CHANNELS.

Showing comparative cost for excavating Channel, as estimated by Worthen and Newton in 1891, and the present Channel under construction.

Worthen and Newton route from Robey street, Chicago, to a point below Joliet, on a basis of a 14-foot depth through earth and 18-foot depth through rock, the present Channel 22 feet in depth throughout.

Worthen and Newton Channel (omitting Retaining Walls).....	\$ 22,700,000 00
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Present Channel—

Robey street to Lockport (including walls).....	\$19,262,604 63
Controlling Works connections.....	55,118 00
Tail Race completed.....	575,260 00
Through Joliet.....	900,000 00
	<u>\$20,792,982 63</u>

A difference in favor of the Channel now nearing completion of.....	<u>\$ 1,907 017 37</u>
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STATEMENT OF COST OF MAIN CHANNEL.

The cost of constructing the Main Channel, with all auxiliary works, including administration expense and superintendence (excluding interest charges of all kinds), will amount to \$28,482,176.01, as follows:

Department expense.....	\$ 2 242,180 23
Construction (under contract).....	19,352,648 81
Right of Way (net cost to date).....	2,514,711 97
<i>Auxiliary Works—</i>	
Bridges.....	1,482 257 00
Controlling Works connections.....	55,118 00
Tail race.....	425,260 00
End of tail race to upper basin.....	150 000 00
Upper basin through Joliet.....	1,760,000 00
Chicago River improvement.....	500,000 00
Total cost.....	<u>\$ 28,482,176 01</u>

FINANCIAL STATEMENT.

January 1st, 1890, to January 1st, 1899, Inclusive.

RECEIPTS.

Tax Account—

1890—Levy (collected).....	\$ 957,280 78
1891—Levy (collected).....	1,022,349 75
1892—Levy (collected).....	1,167 097 26
1893—Levy (collected).....	1,148,607 21
1894—Levy (collected).....	1,173,750 05
1895—Levy (collected).....	3,214,094 80
	<u>\$ 8,683,159 85</u>
1895—Balance due (estimated).....	250,000 00
1896—Levy (less delinquents, etc., estimated).....	3,480,000 00
1897—Levy (less delinquents, etc., estimated).....	3,480,000 00
	<u>\$15,893,159 85</u>

Bond Account—

Bonds outstanding January 1, 1899.....	\$12,015,000 00
Premiums and accrued interest.....	162,331 58
	<u>\$12,177,331 58</u>
Interest (bank balance).....	187,701 75
Miscellaneous (unclaimed wages, etc.).....	555 58
	<u>\$28,258,748 76</u>

EXPENDITURES.

Departmental expense, 1890.....	\$ 67,649 33
Departmental expense, 1891.....	164,411 87
Departmental expense, 1892.....	222 556 90
Departmental expense, 1893.....	294 318 84
Departmental expense, 1894.....	343,855 14
Departmental expense, 1895.....	328,119 78
Departmental expense (11 months), 1896.....	321,268 37
Departmental expense, 1896 to 1899.....	500,000 00
	<u>\$ 2,242,180 23</u>
Construction (under contract).....	\$19,352,648 81
Right-of-way (net cost to date).....	2,514,711 97
	<u>\$21,867,360 78</u>
<i>Auxiliary Works—</i>	
Bridges, highway and railroad.....	\$ 1,482 257 00
Controlling Works connections.....	55,118 00
Tail race.....	425,260 00

End of tail race to upper basin.....	\$ 150,000 00	
Upper basin through Joliet.....	1,760,000 00	
Chicago River improvement.....	500,000 00	
	<u>\$ 4,372,635 00</u>	
<i>Interest Account—</i>		
Interest on loans	\$ 2,163 52	
Interest on tax warrants.....	283,270 52	
Interest on bonds.....	2,658,287 50	
	<u>\$ 2,943,721 54</u>	
Emergency Fund in hands of officers.....	18,500 00	
	<u>\$ 31,444,397 55</u>	
Total cost of Channel (including interest to January 1, 1899).....		\$ 31,444,397 55
		<u>\$ 3,185,648 79</u>
Contingencies		500,000 00
Amount needed to complete.....		<u>\$ 3,685,648 79</u>

STATEMENT

Showing cost of work done, by years, and expenditures made for administration and superintendence, also percentage of expense to sum earned under contracts :

Year.	Value of all Work Done.	Cost of Superintendence, etc.	Percent- age.	
1890.....		\$ 67,649 33	.....	Preliminary work only.
1891.....		164,411 87	.....	Preliminary work only.
1892.....	\$ 199 860 21	222 556 90	.....	Preliminary work mostly.
1893.....	2,451,284 02	294,318 84	.12	
1894.....	5,769 062 25	343,855 14	.0595	
1895.....	6,299 436 84	328,119 78	.052	
1896.....	3,226,798 56	321,268 37	.099	Eleven months only.
Totals.....	<u>\$ 17,946,441 88</u>	<u>\$ 1,742,180 23</u>	.097	

The following is

THE CHIEF ENGINEER'S REPORT TO THE
FINANCE COMMITTEE:

"CHICAGO, Dec. 12, 1896.

*Hon. Frank Wenter, Chairman Finance
Committee:*

DEAR SIR—As requested by you, I submit herewith my report showing the probable requirements of this District to meet the construction account.

The construction account for work under contract, including the Southwest Boulevard Bridge and the Elgin, Joliet and Eastern Bridge, is \$19,352,648 81, which covers all of the work now under contract. These figures are final on 16 of the 29 sections; on the remaining 13 sections there will probably be slight variations between the final estimates and the figures used in this statement, but these variations will not increase or diminish the outcome seriously.

The amount paid on account of completed work at December 1st is \$16,446,361.21, leaving a balance to be provided of \$2,906,287.60.

Taking up the item of bridging, reported December 31st, 1894, as \$1,388,649.32, since then no revised estimate has been made. Upon looking up the details of this estimate, I find that it covers seven highway bridges, and provided for a single structure at Western Avenue for the travel of that thoroughfare and the Southwest Boulevard, whereas the result of negotiations for settlement with the city and the Boulevard, separate structures had to be conceded. One of these is now under contract, at \$49,643.53 (included in the statement covering work under contract), and another will have to be built for the city, which will cost as much. The bridge for the railroads just west of Western Avenue was figured for six tracks, or two tracks for each of the three

roads crossing there, whereas the contracts entered into give two of these roads two tracks each, and one of them (the Pan Handle) four tracks, making a total of eight tracks in that bridge. This increase of two tracks will add about \$115,000 to the cost of construction at that point.

The Elgin, Joliet & Eastern Railroad Bridge now under contract and covered in the statement of total work under contract is also in addition to the bridges covered by the 1894 report. The contract price of this work is \$40,410 55 on the basis of approximate quantities. Taken as a whole the estimate of 1894 on bridges was based on lighter specifications than the railroads have insisted upon, but the prices used in making those estimates are higher than the ruling prices at which work can now be contracted; therefore I think that the higher prices then used will so nearly offset the increased weights at lower prices that I do not feel that any further correction is needed in these estimates than to add the cost of the two additional railroad tracks at Western Avenue to our previous estimate, making the total estimate in even dollars for bridges not now under contract \$1,503,650, which does not include the Southwest Boulevard nor the Elgin, Joliet & Eastern Bridges already reported as under contract and not considered in the report of 1894. This account should be credited with the amount paid already on account of superstructure of eight track bridge, \$21,393, so that the balance of the bridge estimate would be \$1,482,257.

Inasmuch as the building of the Elgin, Joliet & Eastern Bridge was in reality a trade for right of way it would logically be a charge to that account, but it matters little what account it is charged to so long as the District has to bear it.

The next item in this statement is the remaining cost of the Controlling Works, including the foundation of bear trap dam, closure of the eight sluice ways for which no gates have been provided and joining up the retaining walls to the Controlling Works masonry:

Foundation and abutments of bear trap dam.....	\$36,630 00
Iron work bedded in masonry....	9,244 00
Closure of retaining walls with Controlling Works.....	3,352 00
Closure of eight sluice ways.....	5,892 00
Total	\$55,118 00

The estimate returned December 1st, 1894, for the tail race remains as reported at that time (\$425,260.00), as nothing has developed to change the conditions affecting that estimate; nor have we any further information covering the stretch between the end of the tail race and the upper basin, so that remains \$150,000.

Taking up the estimate through Joliet, so long as the question is still unsettled a revision of the estimate of 1894 is hardly justified.

Taking up the plan which best meets the conditions, the estimate for which is \$814,337.30, taken from the estimate of 1894 (\$1,760,000), leaves \$945,652.70 to apply to purchase of right of way and extinguishment of water rights.

The Chicago River improvement, upon the basis of our estimates of what is necessary to be done to secure a flow into our Channel of 300,000 cubic feet per minute, will cost \$872,500.00 (see Proceedings August 21, 1895, page 2775), but it now seems more than likely that the United States Government will perform a considerable amount of this work in carrying out the provisions of the act for improving navigation in said river; and, moreover, prices at which the Government has already let contracts for dredging in said river, indicate that our original estimate for that item was excessive. Even with the many unsettled questions affecting this work still confronting us, I feel safe in reporting \$500,000 as the probable outlay to be borne by this District on account of this improvement. The following is a synopsis of the expenditures covered in the body of this report:

Required to complete existing contracts.....	\$2,906,287 60
Bridges for railroads and highways.....	1,482,257 00
Controlling Works connections.....	55,118 00
Tail race.....	425,260 00
End of tail race to upper basin.....	150,000 00
Upper basin through Joliet....	1,760,000 00
Chicago River.....	500,000 00
Total.....	\$7,278,922 60

Respectfully submitted,
(Signed) ISHAM RANDOLPH,
Chief Engineer.

The following is

THE MINORITY REPORT:

"CHICAGO, Dec. 30th, 1896.

*To the Honorable the Board of Trustees
of the Sanitary District of Chicago:*

GENTLEMEN—While fully in accord with the report of the majority of the Finance Committee in their review of the financial history of the District, I am not able to agree with them as to all details in their statement of the resources and liabilities.

After a very full and careful examination of the subject, I am convinced that the statement hereto attached shows as fairly as any estimate now possible the present financial conditions of the District.

I do not care to discuss at length, all of the differences in these statements, but, it may not be out of place to call attention to a few important points of disagreement.

In the estimate of the majority, all account of the tax levy of 1898 is omitted, and yet the expenses and outlay for that entire year are in the statement. The item of \$500,000 for departmental expenses is for 25 months, and, in my judgment, should only be for 13 months. Since my connection with this Board, it seems to have been the consensus of opinion that the Main Channel, the improvement of the Chicago River and the construction of a channel through Joliet, could be completed in 1897, or very early in 1898, and if we have sufficient resources the work can be completed in that time.

The figures in this report for construction for all work not under contract are the Chief Engineer's figures, and are maximum estimates. It is fair to assume, in

view of the very low price of materials and the large amount of unemployed labor, that the contracts for this work will be let at a much lower figure than is estimated in this report. The experience of letting contracts for this District shows that responsible contractors are ready to take work at a much lower price than when contracts were let on this Canal for similar work three or four years since. Improved machinery and experience in this character of work, as well as cheaper material, is largely responsible for this change.

It will be noted that this statement only estimates 75 per cent of the tax levies of 1897 and 1898, this being the legal limit in amount of the warrants that can be issued against those levies. The remaining 25 per cent of these levies, amounting in round numbers to \$1,100,000, will be available later to apply on the bonded indebtedness of the District.

The statement attached to this report, shows the estimated liabilities in excess of the available resources, but a very small increase in the assessed valuation of the property in the Sanitary District would more than make up the deficiency. If the revenue laws are changed at the coming session of the Legislature, as it is generally hoped they will be, so as to give even an approximately fair assessment to all tax payers in the County the District will have ample funds to complete the work without any additional legislation.

Respectfully submitted,

(Signed)

Z. R. CARTER,

Of the Committee on Finance.

(One enclosure.)

RESOURCES AND LIABILITIES.

December 1st, 1896, to January, 1898, Inclusive.

RESOURCES.

Cash on hand December 1st, 1896.....	\$ 549,045 82	
1895 Tax Levy—Balance due (estimated).....	250 000 00	
		\$ 799,045 82
1896 Tax Levy (less delinquent).....	\$3,480,000 00	
Less warrants issued against.....	1,987,984 51	
		\$1,492,015 49
Tax Levy 1897—75 per cent in warrants against.....		2,714,000 00
Tax Levy 1898—75 per cent in warrants against.....		900,000 00
<i>Bonds—Re-issue—</i>		
January 1, 1897.....	\$ 850,000 00	

July 1, 1897.....	\$ 150,000 00	
January 1, 1898.....	550,000 00	
		<u>\$1,550,000 00</u>
		\$7,455,061 31

LIABILITIES.

Departmental expenses (13 months).....	\$ 250,000 00	
Interest on 1896 and 1897 tax warrants.....	210,000 00	
<i>Bonds—To Retire—</i>		
January 1, 1897.....	\$390 000 00	
July 1, 1897.....	150,000 00	
November 1, 1897.....	100,000 00	
January 1, 1898.....	430 000 00	
		<u>\$1,070,000 00</u>
<i>Bond Interest—</i>		
January 1, 1897.....	\$238,500 00	
May 1, 1897.....	40 000 00	
July 1, 1897.....	245 850 00	
November 1, 1897.....	40,000 00	
January 1, 1898.....	246,693 75	
		<u>\$ 811,043 75</u>
		<u>\$2,341,043 75</u>
Balance available for completing the Channel.....		\$5,114,017 56
Required to complete existing contracts.....	\$2,906,287 60	
<i>Chief Engineer's approximate maximum estimate for work not yet contracted for—</i>		
Chicago River improvement.....	\$ 500,000 00	
Bridges	1,482,257 00	
Controlling Works connections.....	55,118 00	
Tail race.....	425,260 00	
From tail race to upper basin.....	150,000 00	
For construction through Joliet.....	724,136 90	
Haley & O'Donnell estimate for 200-foot right of way through Joliet	117,150 00	
For contingencies through Joliet.....	150,000 00	
		<u>\$6,510,209 50</u>
Balance necessary to complete Main Channel.....		<u>\$1,396,191 94</u>

REPORT ON NOTICE OF CLAIM OF ARMOUR
& COMPANY FOR LIEN AGAINST CON-
TRACTORS ON SECTION F.

Mr. Mallette, Chairman, presented a report from the Committee on Judiciary with reference to, and accompanied by, notice of claim of Messrs. Armour & Company against Messrs. Weir, McKechney & Company, contractors on Section F, for the sum of \$197.20 for supplies furnished, the report recommending that said claim should be received and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice until said claim is settled or adju-

dicated or until the further order of the Board, subject, however, to the provisions of the contract between the District and said contractors and any action heretofore or which may be taken by the District thereunder; and the report was read.

Mr. Mallette, seconded by Mr. Jones, moved that the report be adopted, printed, and the recommendations made therein concurred in.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

"CHICAGO, December 28, 1896.

To the Honorable the Board of Trustees of the Sanitary District of Chicago:

GENTLEMEN—Your Committee on Judiciary would respectfully report to your Honorable Body that there has been served upon the District and filed with the Clerk notice of claim for supplies furnished Messrs. Weir, McKechney & Co., contractors on Section F, by Armour & Company, for the sum of one hundred ninety-seven and twenty one-hundredths (\$197.20) dollars, and your Committee advise and recommend that said claims should be received and stand, together with the other claims filed against said contractors, and that the amounts heretofore retained out of estimates to them should likewise be retained on account of said notice, until said claim is settled or adjudicated, or until the further order of the Board, subject, however, to the provisions of the contract between the District and said contractors, and any action heretofore or which may be taken by the District thereunder.

Returned herewith is said notice for filing.

Respectfully submitted,

(Signed) J. P. MALLETT,

Chairman.

ALEX. J. JONES,

Committee on Judiciary."

(One enclosure.)

ORDER FOR CHANGE OF RULES.

Mr. Jones presented an order directing that the Rules and Rules of Order of the Board of Trustees of the Sanitary District be rescinded and that those embraced in the order be adopted in lieu thereof, and, seconded by Mr. Smyth, moved that the order be printed and referred to the Committee on Rules.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Carter, Eckhart, Jones, Kelly, Mallette, Smyth and Wenter—nine. Nays—none.

Upon which result the President declared the motion carried.

The following is

THE ORDER:

Ordered, That the present Rules and Regulations and Rules of Order of the Board of Trustees of the Sanitary Dis-

trict of Chicago be rescinded and the following be adopted in lieu thereof:

Under authority of law there has been established the municipality of "The Sanitary District of Chicago," of which the Board of Trustees is the legislative and administrative body.

The following Rules and Regulations and Rules of Order are hereby adopted by the Board of Trustees of the Sanitary District of Chicago to govern the proceedings and transactions of said Board and its Committees and to define the duties and the scope of the authority and official jurisdiction of the various officers, agents, and employes selected by said Board, and of the Committees appointed under the rules hereof, and to give notice to the world of such duties, scope of authority and jurisdiction.

Meetings.

1. The meetings of the Board shall be open to the public and it shall be the duty of the Clerk to provide accommodations for the press.

2. No act of any member or members of the Board or act or conclusions of any Committee of the Board shall be binding upon the Board unless said act be subsequently reported to and ratified by the Board or be under a special authority previously conferred by the Board.

3. Regular meetings of the Board of Trustees shall be held on Wednesday of each week, at half-past one o'clock P. M. sharp; *provided*, that from May 1 to October 1, the regular meetings of the Board shall be held on the second and fourth Wednesday of each month at the same hour.

4. Special meetings shall be called by the Clerk at the request of any three members, or of the President. Written notices shall, when possible, be given by the Clerk to each Trustee, of the time of each special meeting at least twenty-four hours previous thereto. The call for special meetings shall state the purpose thereof. At every special meeting the call for the same shall be read and afterwards filed by the Clerk, and no business other than that proposed by the call shall be in order at such meeting.

5. The proceedings of this Board, except as otherwise provided by these Rules, shall be governed by Roberts' Rules of Order, but the same shall not be considered as applying in any case where their observation would require the suspension of any rule or rule of order other than those specifically adopted by this

Board, in order to transact any business properly within the jurisdiction of the Board.

6. The annual meeting of the Trustees shall be held at 2 P. M. on the first Tuesday after the first Monday in December of each year, at which meeting the President for the ensuing year shall be elected in such manner as the Board may then determine.

7. A majority of the whole Board of Trustees elected shall constitute a quorum. A quorum voting shall be necessary to the determination of every question submitted to the Board. If the question involves the expenditure of money, five affirmative votes shall be required to carry the same and shall be entered of record. A viva voce vote may be taken on any question by unanimous consent, but the yeas and nays shall be taken if asked for by any member of the Board.

Committees.

8. The following Standing Committees shall be appointed by the President of the Board at the beginning of his term:

A Committee on Finance, consisting of three members.

A Committee on Engineering, which shall comprise all the members of the Board, the Chairman thereof to be designated by the President of the Board of Trustees at the date of the announcement of the regular Standing Committees of the Board.

A Committee on Judiciary, consisting of three members.

A Committee on Federal Relations, consisting of five members.

A Committee on Health and Public Order, consisting of three members.

A Committee on Rules, consisting of three members, of which the President of the Board shall be Chairman.

A Committee on Labor, consisting of three members.

9. Any Trustee may attend any Committee meeting, and it shall be the duty of the Clerk to notify all members of the Board of the date and hour of each Committee meeting.

10. A record shall be kept of the business done by each Committee, but the action of Committees shall have no binding effect upon the District or the Board unless such action be reported to

and ratified by the Board by ye and nay vote, or unless said action be under authority specially conferred by the Board by ye and nay vote.

11. The duties of the Committee are to examine and report upon all matters that may be referred to it or upon which it may be instructed by the Board; to take cognizance of and report matters within its province that may be of interest and importance to the Board; to keep itself informed in regard to the departmental work to which its duties are related, and to co-operate with and facilitate the same.

12. Prior to each regular meeting of the Board and on the same or a preceding day, at some stated time, each Departmental Committee shall hold a regular meeting for the purpose of taking cognizance of matters within its province, and considering any pending departmental business. But requisitions, reports, returns, vouchers and communications and documents for the use of the Board shall not be delayed in transit on account of any Committee. It shall be the duty of each head of department, in addition to all other requirements, to bring to the attention of the appropriate Committee all matters connected with his department, and the Clerk shall lay before the appropriate Committee all matters in transit to the Board.

It shall be proper and regular for any Committee to refer directly to another regular Committee, without transmission through the Board, any matter which in its judgment is within the jurisdiction of or demands the attention of said other Committee; and it shall be proper in such reference to authorize said other Committee to report its conclusions directly to the Board.

13. The Committee on Engineering, prior to each regular meeting of the Board, shall approve all vouchers for estimates on work for the Main Channel. If for any reason such vouchers are not approved, the Board shall be so informed.

14. The Committee on Finance shall examine and approve all bills and vouchers before they are acted upon by the Trustees prior to each regular meeting of the Board. If any bills or vouchers are not approved by the Committee, the reasons therefor shall be reported to the Board.

15. All persons dealing or contracting with the District shall take notice of these Rules.

Officers.

16. The President of this Board shall be elected by the Board for the term of one year, and shall serve until his successor is elected and enters upon the duties of the office. It shall be the duty of the President to preside at all meetings of the Board, and to see that the Rules and Instructions of the Board are complied with and enforced. The salary of the President shall be four thousand (\$4,000) dollars per annum.

Immediately after these Rules shall take effect, and thereafter at every annual meeting of the Board, there shall be elected by the Board a Vice-President who shall serve until his successor is duly elected. In the absence or disability of the President, the Vice-President shall preside at all meetings of the Board and be vested with all the authority conferred upon the President by these Rules or the law under which this District is established.

17. The Board shall select a Clerk, a Treasurer, a Chief Engineer, and an Attorney for the municipality, who shall hold their offices during the pleasure of the Board. Each of these officers shall subscribe to the oath of office, and give bond, with sureties, to be approved by the Board.

18. The Board shall select a Sanitary Inspector, who shall be a regular physician, and who shall have charge, under the rules and the direction of the Board, of the sanitary condition of the camps along the right of way. The salary of the Sanitary Inspector shall not exceed twenty-four hundred (\$2,400) dollars per annum.

The Board shall select a Marshal, who shall have charge, under the rules and directions of the Board, of the police force of the District. The salary of the Marshal shall not exceed the sum of \$3,000 per annum, and his bond shall be in the sum of ten thousand dollars.

All vacancies occurring in above offices shall be filled by the Board of Trustees as soon as practicable after they occur.

Departments.

19. There shall be maintained, under the supervision of the Board of Trustees, four executive departments, each under the authority of a general officer, governed by the Rules of the Board, viz.: A Clerical Department, in charge of the Clerk; a Treasury Department, in charge of the Treasurer; an Engineering Department, in charge of the Chief En-

gineer, and a Law Department, in charge of the Attorney.

Clerk.

20. The duties of the Clerk shall be to keep all the accounts, papers, books and records of the municipality, and he shall devote his time to the duties of his office. He shall attend all meetings of the Board, whether regular or called, and keep the records of the same, keep the corporate seal and affix the same to all papers which require it, and shall perform such other duties as are required by law, or by the ordinances, orders or resolutions of the Board. His salary shall be the sum of four thousand (\$4,000) dollars per annum, and his bond shall be in the sum of one hundred thousand (\$100,000) dollars.

21. The Clerk shall select, subject to the confirmation of the Board, one Assistant Clerk, who shall be Acting Clerk when authorized by the Clerk and in his absence. The salary of said Assistant Clerk shall not exceed the rate of twenty-four hundred (\$2,400) dollars per annum.

22. The Clerk may appoint, as required, a stenographer, who is also a typewriter, at a rate not exceeding \$100 per month; one additional stenographer and typewriter at \$75 per month; and may employ any additional force as authorized by the Board and as needed to carry out its instructions.

23. All requisitions for supplies and materials required to carry out any project approved by the Board shall be made upon the Clerk, except as otherwise provided in the regulations; and all requisitions shall state the purpose for which the articles are required.

24. All purchases, auditing of vouchers, and issuing of warrants for the same, as ordered by the Board, shall pertain to the Clerical Department and be in charge of the Clerk. He shall file and transmit to the Board all requisitions, audit all vouchers and check all returns, and shall keep the records of the Board and of its Committees.

25. All reports, documents, returns and communications for the use of the Board shall be addressed to the "Board of Trustees," and shall be filed in the Clerical Department.

26. The Clerk shall keep a record of the proceedings of the Board and shall print the same, and send a copy to each member and officer as soon as practicable; provided, however, that the final proofs of said printed records shall not

be approved for general circulation until the official record of such proceedings shall have been approved by the Board.

27. At each meeting of the Board the Clerk shall provide each Trustee with a schedule of the vouchers subject to approval at that meeting.

It shall also be the duty of the Clerical Department to supply the desks of the several members with stationery, writing materials, and bound copies of the Proceedings as rapidly as the same may be printed.

28. The Clerk shall keep a record of the action of each Committee, and shall cause a verbatim report to be taken of the hearings and other proceedings before Committees, when required by the Committee.

29. The Clerk shall submit at each meeting a summary schedule, showing the number of employes in each department.

30. The general care of the offices of the District and of the Board shall be in charge of the Clerk.

31. There shall be an office in the Clerical Department for the President.

Treasurer.

32. The Treasurer shall receive all moneys of the municipality, and make such payments as shall be ordered by the Board upon warrants drawn by the President and countersigned by the Clerk. He shall sign all checks drawn for account of the District. He shall negotiate all bonds as directed by the Board, and make all payments of interest and for redemption of same at maturity, and he shall cover into the treasury all sums received as interest on any deposits of the funds of the District. He shall make such reports as required, and generally act as the financial adviser of the Board of Trustees. The office of Treasurer shall be at the headquarters of the Sanitary District. The salary of the Treasurer shall not exceed twenty-five hundred (\$2,500) dollars per annum, and he shall give bond in the sum of two million (\$2,000,000) dollars, and shall file a supplemental bond to cover any liability in excess of this amount when required by the Board.

The selection of depositories of the funds of the District in the hands of the Treasurer shall be entirely in the control of the Treasurer, and no action of this Board shall be considered as ratifying the selection of any depository by said Treasurer, or in any way waiving the

strict liability of said Treasurer for the custody of and accountability to the Board for said funds.

33. The Treasurer may appoint an assistant at a salary not to exceed twenty-five hundred (\$2,500) dollars per annum, whose duties shall be prescribed by the Treasurer and performed under his direction. He may employ any additional assistance as required and as authorized by the Board.

34. The Treasurer's office shall be open for business during banking hours of the City of Chicago.

35. The Treasurer shall file with the Clerk, between the first and third day of each month, a detailed statement for the preceding month, of receipts, disbursements and balances, including all sums received as interest on any deposit of the funds of the District.

36. The Treasurer shall submit an annual report showing the receipts and disbursement of money during the preceding fiscal year.

Chief Engineer.

37. The Chief Engineer shall have charge of all engineering work and shall devote his time to the Sanitary District. Under his direction all surveying and civil engineering necessary, or ordered by the Board, shall be done, and he shall perform such other duties as may be imposed upon him from time to time by ordinances, orders or resolutions of the Board, and shall attend the meetings of the Board when required. His salary shall not exceed the sum of six thousand (\$6,000) dollars per annum, and his bond shall be in the sum of twenty-thousand (\$20,000) dollars.

38. The Chief Engineer shall have entire charge of the work of the Engineering Department, and shall organize and administer the same so as to secure a full record of the nature and cost of all operations, and full responsibility of all employes. But no person shall be eligible of appointment or employment in the Engineering Department hereafter who is not a resident of the Sanitary District and a citizen of the State of Illinois, or who has not declared his intention to become such, except by order of the Board and upon the recommendation of the President and the Committee on Engineering.

39. The Engineering Department shall consist of three divisions, viz: The Division of Drafting and Designing, the Division of Construction, and the Division of Records.

40. The Chief Engineer, or an assistant designated by him, shall have charge of the Division of Drafting and Designing, which shall execute all surveys, make and record all maps and plats, file all note books and be custodian of the same, prepare plans and specifications, and perform such other duties as shall be assigned to it by the Chief Engineer.

41. The Division of Construction shall be under the immediate direction of a Superintendent of Construction or of the Chief Engineer, as the Board may from time to time see proper to direct. It shall be charged with the supervision of the practical execution of the contracts in the field, to the end that the same may be carried forward promptly, that the required rates of progress may be made and delinquencies or neglect on the part of the contractors may be noted and corrected.

42. The Division of Records shall be in the direct charge of the Chief Engineer. In it shall be kept all administrative and financial records, and all reports from the several divisions. It shall also be charged with the duty of checking up estimates and returns made to the Chief Engineer by the Superintendent of Construction or any of the Assistant Engineers.

43. The Chief Engineer shall appoint, as authorized by the Board, such assistants and employes as the needs of the service may require, but shall not exceed the number authorized by the Board or by the Committee on Engineering, under authority of the Board.

All sub-assistant engineers, instrument men, sub-instrument men and draftsmen shall be men of technical competence and training for the duties assigned.

All appointments, changes of grade and fixing of pay shall be with the concurrence of the Committee on Engineering.

44. The Chief Engineer, under the direction of the Committee on Engineering, may employ a Record Clerk at a salary not exceeding \$1,500 per annum, and a typewriter at the rate of not exceeding \$75 per month.

45. In the absence or disability of the Chief Engineer, an assistant, to be designated by him or authorized by the Board, shall be Acting Chief Engineer and shall exercise all the functions vested in that official under the rules of the Board.

46. All changes of plans whatsoever, by which any work is to be carried out in any manner different from that provided for in any contracts, shall be determined upon and authorized by the Board, and, wherever possible, proper specifications and plats therefor shall be filed for record with the Clerk, and the President shall issue notice, attested by the Clerk, to the parties in interest.

47. Before authorizing or allowing any extra work or fixing any price therefor or directing or passing upon any work not specifically described and provided for in any contracts, the Chief Engineer shall submit all matters in relation thereto to the Board or its duly authorized Committees sitting in an administrative capacity.

48. All current estimates of the work done under any contract, and the certificates therefor, shall be made by the respective engineer in charge of said work, and the same be approved by the Chief Engineer.

49. Whenever the Chief Engineer shall give to the engineer or engineers in charge of any section or work, any order or instructions pertaining to the work of construction, a copy of the same shall at the same time be spread upon the official records of the Engineering Department.

50. The employes confirmed or authorized by the Board shall at all times be subject to call before the Board and its authorized Committees, and it is made part of their duty to fully advise the Board, through the President or said Committees, of any matters of administration or engineering which may be for the good of the District, when requested so to do.

51. The Chief Engineer shall, at stated intervals, when the needs of the service require it, examine or cause to be examined by assistant engineers, selected by him for that purpose, any applicants for positions in the Engineering Department, where previous technical training is necessary.

No applicant shall receive an appointment unless the Chief Engineer shall be satisfied from such examination that he is fully qualified for the position sought.

Whenever, in the opinion of the Chief Engineer, a reduction of the force may be made consistently with the best interests of the District, he shall so report to the Board.

The Chief Engineer shall have the right of summary discharge for insubor-

dination, inefficiency, or conduct unbecoming an employe of the Sanitary District. The merit system shall control all appointments and promotions in said Engineering Department.

Attorney.

52. The Attorney shall have charge of all litigation to which this District shall be a party, and shall devote his time to the Sanitary District. He shall draft all papers required by the Board; attend upon its meetings when required; give written opinions upon all questions referred to him by the Board or its officers, in the discharge of their duties, and generally attend to all law business of the Board. His salary shall be the sum of five thousand (\$5,000) dollars per annum, and his bond shall be in the sum of twenty thousand (\$20,000) dollars.

53. The Attorney may appoint the following assistants as needed by him, subject to confirmation by the Board :

One Principal Assistant Attorney at a salary not to exceed the rate of three thousand six hundred (\$3,600) dollars per annum.

One Assistant Attorney at a salary not to exceed two thousand (\$2,000) dollars per annum.

One Assistant Attorney at a salary not to exceed eighteen hundred (\$1,800) dollars per annum.

The Attorney may employ one typewriter and stenographer at a salary not to exceed seventy-five (\$75) dollars per month.

One Clerk at a salary not exceeding the rate of \$125 per month and one Clerk at a salary not exceeding \$75 per month. The Attorney may employ any additional assistance as required and as authorized by the Board.

The duties of the Assistant Attorneys and other employes of the Law Department shall be prescribed by the Attorney and performed under his direction.

The Principal Assistant Attorney shall be Acting Attorney when authorized by the Attorney and in his absence.

54. There shall be appointed by the Board, upon consultation with the Attorney, a General Counsel, at a salary not exceeding the rate of five thousand (\$5,000) dollars per annum. His duties shall be to advise and consult with the Attorney of the Board in all matters pertaining to the legal business of the Sanitary District; when requested by the Board, to give written opinions, in

connection with the Attorney of the Board, upon such matters as may be submitted to him and the Attorney, and generally to advise and consult with all members of the Board concerning the legal affairs of the District.

Amendments to Rules and Regulations and Rules of Order.

55. All amendments and changes in these Rules and Regulations and Rules of Order must be proposed in writing, at a regular meeting of the Board, and shall not be acted on before the next regular meeting of the Board. The vote of a majority of the Trustees constituting the Board shall be necessary to their adoption.

Miscellaneous.

56. The salary of each Trustee, except that of the President, shall be the sum of three thousand (\$3,000) dollars per annum.

57. The fiscal year shall be from the first day of January to the thirty-first day of December, inclusive, and correspond with the calendar year.

58. The Board of Trustees shall approve all requisitions, vouchers and returns.

59. All requisitions, vouchers, returns and reports shall be signed by the head of a department, and shall be in duplicate, a copy to be preserved in the department originating the same, and one to be filed in the Clerical Department. The accounting of each department shall be separate and distinct.

60. All stationery and special departmental forms shall be provided and charged to the department requiring the same. The Board shall approve all blanks.

61. All general and miscellaneous expenditures which do not pertain specifically to a department shall be governed by the same general rules as a department and referred to a general account. All vouchers and requisitions shall state specifically the authority for incurring the liability.

62. All employes subject to confirmation by the Board shall hold their office during the pleasure of the Board. All other employes shall be subject to discharge by the head of the department employing them.

63. Requisitions shall be made for employes and shall include the rates of compensation proposed, except as specifically provided for in the regulations.

64. Pay-rolls shall be made up in the department in which the service was rendered as soon after the close of the month or week as practicable and turned in to the Clerk for audit, and on approval by the Board, payment and receipt of employee; *provided*, that discharged employees shall be paid currently from a fund provided for the purpose.

65. The classification of employes on pay-rolls and returns, except as fixed by the regulations, shall indicate the duties performed, so far as practicable.

66. Specialists may be employed for any purpose approved by the Board, and at such rates of compensation as may be agreed upon and authorized.

67. Each department shall make out a semi-annual property return, which shall exhibit all property of whatever character under the following designations:

On hand per last return.....Received during the half year.....Total to be accounted for.....Disposed of during the half year.....On hand.....Day of.....189.. From what source the property was received and its disposition shall be noted.

68. An annual report shall be made by each department as soon after the close of the fiscal year as practicable, and said report shall give a review of the operations of the year, a classified exhibit of departmental expenditures, the operations proposed for the current year and an estimate of the probable expenditure.

69. Each department shall make a monthly report, giving a distributed labor account, an abstract of departmental liabilities and expenses, and an estimate of liabilities for the current month; said report shall review the operations of the month and those proposed for the current month.

70. A communication, requisition, order or resolution, shall be submitted for the approval of the Board, for all operations which involve liabilities; said communication, requisition, order or resolution, shall set forth the operations proposed and the reasons therefor and the time required, with an approximate of the cost.

71. Expenditures for minor purchases, temporary employment and current field expenses, as demanded by the exigencies of the service, and such as cannot be reasonably anticipated and provided for in the usual way, may, at

the discretion of an officer of the Board, be made from an emergency fund and returned on an emergency voucher. All emergency vouchers shall be drawn to the assistant by whom the liability is directly incurred.

72. All trustees, officers and employes, when traveling upon duty and under orders, shall be allowed actual and necessary expenses. All officers and employes shall be allowed their actual and necessary expenses in the field, except when assigned to some local station, or when the time in one locality is equivalent to a local assignment (which shall be considered as thirty (30) days), or when the salary is stipulated to cover the expenses in whole or in part. When assignments are temporary or other than local, the fact shall be noted on the pay-roll for said person so assigned, and the Chief Engineer, immediately upon the assignment of such person, shall notify the Clerk of such assignment. All vouchers for field expenses shall be drawn to the assistant in immediate charge, and shall exhibit the items of liability incurred on account of each employe of the party for which the assistant is responsible.

73. The offices of the Clerk and Attorney shall be open from 9 A. M. to 5 P. M. and close on Saturdays at 3 P. M. The offices of the Chief Engineer shall be open from 8:30 A. M. to 5 P. M. and close on Saturdays at 3 P. M.

Rules of Order.

Rule 1. At the hour appointed for the meeting, the Clerk, or one of his assistants, shall proceed to call the roll of members, mark the absentees, and announce whether a quorum of the Board be present. Upon the appearance of a quorum, the Board shall be called to order, the President or, in his absence, the Vice President taking the chair, and in the absence of both the Board appointing the temporary Chairman. If a quorum do not appear for thirty minutes after the time of meeting the Board shall thereby stand adjourned to the next regular meeting, unless by a vote of the members present an adjournment be had to a subsequent date. When a quorum is present the Board shall proceed to the business before it, which shall be conducted in the following order:

1. The reading of the minutes of the proceedings of the last meeting or meetings, amendment and approval of the same.

2. Receiving reports of officers.

3. Unfinished business of preceding meetings.

4. Reports of Committees.

5. Presentation of petitions and communications.

6. Miscellaneous and new business.

Rule 2. All questions relating to the priority of business shall be decided without debate.

Rule 3. The acts of the Board shall be expressed by Ordinances, Orders, Resolutions, and Motions.

Rule 4. The presiding officer shall preserve order and decorum, and shall decide all questions of order subject to an appeal to the Board, on which appeal no member shall speak more than once.

Rule 5. Smoking shall be strictly prohibited in the Board room during the session of the Board.

Rule 6. When a member wishes to present a communication, petition, order, resolution or other original matter, he shall briefly state its nature before presenting the same.

Rule 7. No member, without leave of the Board, shall speak more than once upon the same subject until every member desirous of speaking shall have spoken, and no member shall speak longer than ten (10) minutes at any one time, except by consent of the Board.

Rule 8. While a member is speaking, no member shall hold any private discourse, or pass between the speaker and the Chair.

Rule 9. Every member who shall be present when a question is stated from the Chair shall vote thereon unless excused by the Board, and no member shall be recorded as voting unless present when the roll is called. By unanimous consent any Trustee may explain his vote when his name is called; but no explanation of the vote of any Trustee will be recorded in the minutes unless by order of or consent of the Board.

Rule 10. Any matter before the Board may be set down as a special order of business at a time certain, if a majority of the Trustees vote in the affirmative, but not otherwise.

Rule 11. No motion shall be put or debated unless it be seconded. When a motion is seconded it shall be stated by the presiding officer before debate, and every such motion shall be reduced to writing, if required by a member.

Rule 12. In all cases where a resolution, order or motion is entered on the minutes of the Board, the names of the members moving and seconding the same shall be entered also.

Rule 13. A motion to lay a question on the table is not debatable.

Rule 14. A motion to lay any particular proposition on the table shall apply to that proposition only, and not to any original proposition to which it may be an amendment or substitute.

Rule 15. When a motion is postponed indefinitely it shall not be again taken up at the same meeting.

Rule 16. On an amendment to "strike out and insert," the paragraph to be amended shall first be read as it stands; then the words proposed to be stricken out and those to be inserted; and, finally, the paragraph as it will stand, if so amended, shall be read.

Rule 17. A substitute for any original proposition in debate may be entertained when further amendment is not admissible; and, if accepted by the mover of such original proposition or by the Board by vote, it shall entirely supersede such original proposition, and cut off all amendments appertaining thereto.

Rule 18. A vote or question may be reconsidered at any time during the same meeting, or at the first regular meeting held thereafter.

Rule 19. It shall be the privilege of any Trustee to have his vote recorded on any one or more vouchers when presented to the Board for approval.

BOARD GOES INTO COMMITTEE OF THE WHOLE.

Mr. Wenter, seconded by Mr. Jones, then moved that the Board now resolve itself into a Committee of the Whole to take up the consideration of the majority and minority reports of the Committee on Finance, just presented in regard to the President's message.

The motion prevailed by a viva voce vote, and the Board then resolved itself into a Committee of the Whole, Mr. Wenter in the chair.

REPORT ON MAJORITY AND MINORITY REPORTS ON PRESIDENT'S MESSAGE.

At 5:30 P. M. the Committee of the Whole arose, and Mr. Wenter, on its behalf, presented a report from that Committee in reference to the majority and minority reports on the President's mes-

sage, just referred to that Committee, the report setting forth that after full examination and consideration of said reports, the Committee of the Whole believe that the conclusions of the majority report of the Committee on Finance are correct and justified by the grave financial situation which confronts the Board, and recommending that the Board at once direct, through its proper Committees, the preparation of a bill or bills to be presented to the General Assembly for such additional legislation as will place the District in a financial condition to justify the prosecution and early completion of the work; and the report was read.

Mr. Wenter, seconded by Mr. Jones, moved that the report of the Committee of the Whole be adopted, printed, the recommendations contained therein concurred in, and that the majority report of the Committee on Finance be approved and the minority report placed on file.

On roll-call the vote stood: Yeas—Messrs. Braden, Jones, Kelly, Smyth and Wenter—five. Nays—Messrs. Boldenweck, Carter, Eckhart and Mallette—four.

Upon which result the President declared the motion carried.

The following is

THE REPORT:

“The Committee of the Whole beg leave to report that they have considered the reports of the Committee of Finance, this day submitted to the Board, by the majority and minority of said Committee, respectively, and referred to the Committee of the Whole Board, and that after full examination and consideration of said reports, the Committee of the Whole believe that the conclusions of the majority report of said Committee on Finance are correct and justified by the grave financial situation which confronts this Board.

The Committee of the Whole, in the consideration of these reports, have taken due notice of the gravity of contracting for construction or of ordering expenditures which cannot be met by the present resources of the District, and desire to report that, in view of the provisions of Section 208 of the Criminal Code, which declares that public officials “who shall be guilty of contracting, directly or indirectly, for the expenditure of a greater sum or amount of money than may have been, at the time of making the contracts, appropriated or set apart by law or authorized by law to

be contracted for or expended upon the subject matter of the contracts,” shall be fined not exceeding \$10,000.00 and may be removed from office, your Committee believe that the time has arrived when this Board must refrain from the execution of further contracts for the completion of this work unless such financial relief be derived as will justify the Board in taking action without violating the provisions of the Criminal Code.

Your Committee therefore report, as their conclusions, that the financial condition is such that in order to complete this Channel according to the conservative estimates of the Chief Engineer of the Sanitary District, under the present resources, a deficit of three millions of dollars will be involved; that to involve such an expenditure without resource from which to meet it would be a criminal offense and subject the Trustees of this District to criminal prosecution; that the demands of the public and of the public health require that this work should be prosecuted unceasingly and the Channel completed with the least possible delay; and to meet this demand, your Committee recommend that the Board at once direct, through its proper Committees, the preparation of a bill or bills to be presented to the General Assembly for such additional legislation as will place the District in a financial condition to justify the continued prosecution and the early completion of this work.”

RESOLUTION IN REFERENCE TO BILL FOR FINANCIAL RELIEF.

Mr. Jones presented and read a resolution directing that the Committee on Judiciary confer with the Attorney and General Counsel of the District, and prepare such bill or bills as may be necessary to present to the General Assembly of Illinois to secure the financial relief requisite to an early completion of the Drainage Channel, and, seconded by Mr. Smyth, moved its adoption.

On roll-call the vote stood: Yeas—Messrs. Boldenweck, Braden, Jones, Kelly, Mallette, Smyth and Wenter—seven. Nays—Messrs. Carter and Eckhart—two.

Upon which result the President declared the resolution adopted.

The following is

THE RESOLUTION:

WHEREAS, If is apparent from the reports of the Committee on Finance and the Committee of the Whole that, under

the present resources of the Sanitary District, it is impossible to prosecute the construction of the Drainage Channel to an early completion in accordance with law; and,

WHEREAS, This Board believes that it is the desire of the citizens and tax-payers of the Sanitary District, and that due regard for public health demands, that the Drainage Channel should be economically completed at the earliest practical moment; therefore, be it

Resolved, That the Committee on Judiciary be directed to confer with the Attorney and the General Counsel of the District and prepare such bill or bills as

may be necessary to present to the General Assembly of Illinois to secure the financial relief requisite to an early completion of the Drainage Channel.

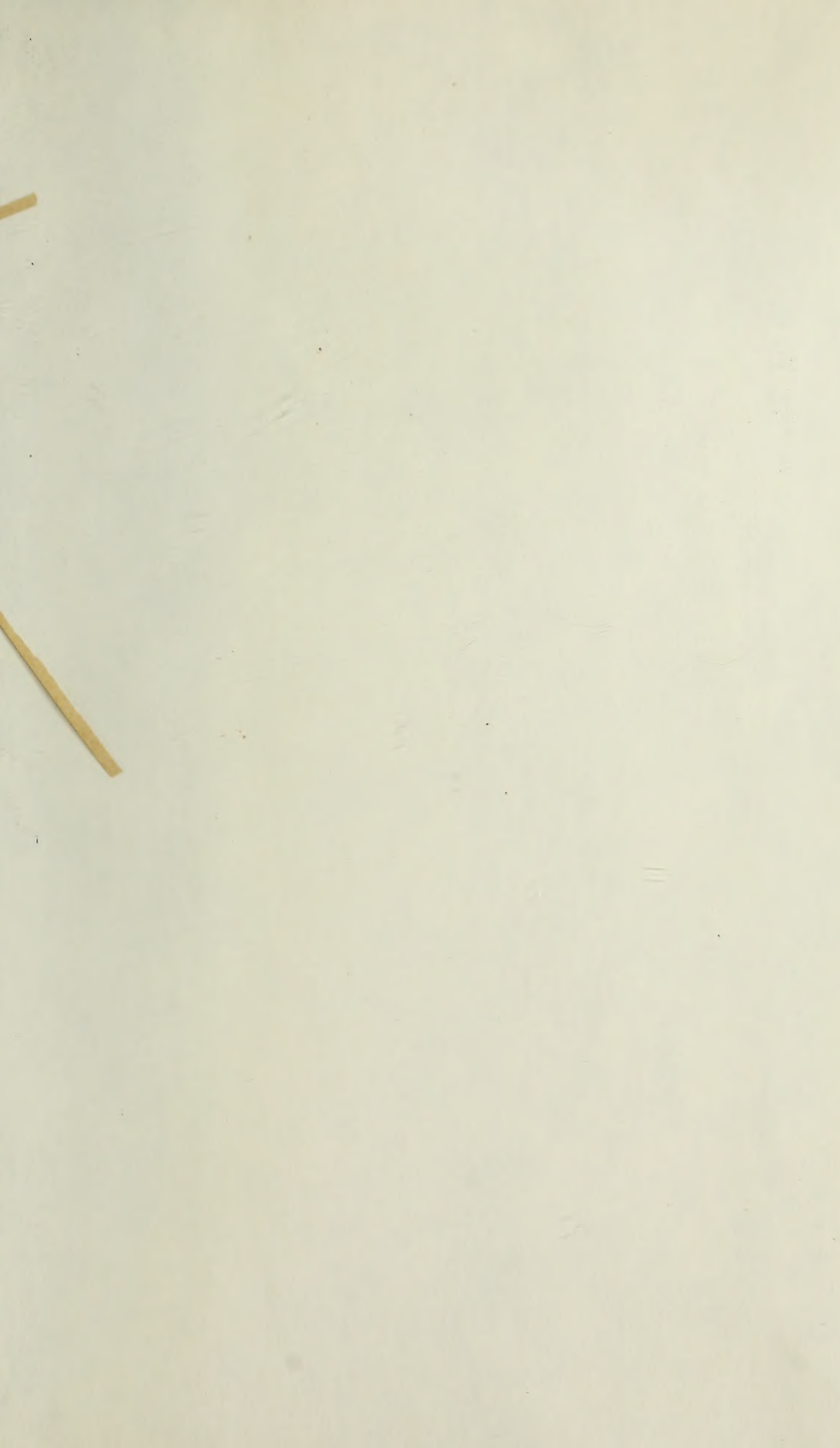
ADJOURNMENT.

On motion of Mr. Wenter, seconded by Mr. Braden, the Board then adjourned.



CLERK.







UNIVERSITY OF ILLINOIS-URBANA



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